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15 *Listed on Signature Pages*

16 UNITED STATES DISTRICT COURT

17 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

18
19 This Document Relates to:

20 DIRECT PURCHASER ACTIONS

Case No. Master File No. 3:07-cv-05944-SC

MDL NO. 1917

21 **DECLARATION OF LAURA K. LIN IN**
22 **SUPPORT OF DEFENDANTS' JOINT**
23 **NOTICE OF MOTION AND MOTION**
24 **FOR PARTIAL SUMMARY JUDGMENT**
25 **AGAINST CERTAIN DIRECT ACTION**
26 **PLAINTIFFS ON DUE PROCESS**
27 **GROUND – Sealed Exhibits A, B, 1-8, 10-**
28 **11, 13-16, 21-26, and 28-30**

Judge: Honorable Samuel Conti

Date: February 6, 2015

Time: 10:00 a.m.

Crtrm.: 1, 17th Floor

1 I Laura K. Lin hereby certify and state as follows:

2 1. I am over the age of eighteen, and am not a party to this action. I have personal
3 knowledge of the facts and matters stated herein and, if called, could and would testify
4 competently to them.

5 2. Attached hereto as Exhibit A is a true and correct copy of recent versions of
6 Plaintiffs' Exhibit A, which Plaintiffs identified in their interrogatory responses as containing
7 "[e]vidence supporting defendants' and their co-conspirators' price fixing includes documents
8 produced by all parties and the testimony of witnesses." Specifically, Exhibit A hereto contains
9 both: (1) the Supplemental Exhibit A produced to Defendants on September 5, 2014; and (2) the
10 November 6, 2014 Supplemental Exhibit A, served the evening before the summary judgment
11 motion deadline, and joined by Plaintiffs ABC Appliance, Inc., CompuCom Systems, Inc.,
12 Electrograph Systems, Inc., Electrograph Technologies Corp., Interbond Corporation of America,
13 MARTA Cooperative of America, Inc., Office Depot, Inc., P.C. Richard & Son Long Island
14 Corporation, and Schultze Agency Services, LLC (collectively, the "Boies, Schiller Plaintiffs").

15 3. On November 7, 2014, the day of the summary judgment filing, one or more
16 additional Plaintiffs also served a so-called "Supplemental Exhibit A." This version of
17 Supplemental Exhibit A appears to mirror the November 6, 2014 Supplemental Exhibit A served
18 by the Boies, Schiller Plaintiffs.

19 4. Attached hereto as Exhibit B is a true and correct copy of a document I created
20 for the convenience of the Court and the parties. I created Exhibit B by filtering both versions of
21 Plaintiffs' Exhibit A (meaning the former Supplemental Exhibit A and the November 6, 2014
22 Supplemental Exhibit A, attached hereto together as Exhibit A). Specifically, I filtered both
23 versions of Plaintiffs' Exhibit A by location (as identified by Plaintiffs in the second column of
24 their Exhibit A) and selected entries that reference, or appear to reference, the United States. In
25 addition, I added entries to Exhibit B based on the additional allegations relating to conduct in the
26 United States contained in exhibits to the Rebuttal Expert Report of Jerry A. Hausman (Sept. 26,
27 2014). To distinguish these entries from those entries found on Plaintiffs' Exhibit A, I designated
28 these latter entries with the letter "H" in the "Exhibit A Line" Column of Exhibit B. Although

1 Plaintiffs have indicated that their evidence of anticompetitive conduct may arise from all
2 discovery documents and responses, I have not located any additional references to Plaintiffs’
3 allegations of anticompetitive conduct in the United States.

4 5. Attached hereto as Exhibit C is a true and correct copy of a document I created
5 for the convenience of the Court and the parties. I created Exhibit C by listing all of the
6 Defendants’ motions of which I am aware that relate to Plaintiffs’ state law claims. I have
7 summarized the state law claims raised by each of the Plaintiffs addressed in these motions related
8 to Plaintiffs’ state law claims. Based on my understanding of the motions and the outstanding
9 claims, I described the relationship among the motions in an effort to assist the Court and the
10 parties in determining how the motions relate to one another. For instance, if I understand that
11 ruling in Defendants’ favor on one motion will render moot the arguments raised in another
12 motion concerning the same claims, I have indicated this result in the “Relationship Among
13 Motions” column of the chart.

14 6. Counsel for Defendants consolidated their arguments related to Plaintiffs’ state
15 law claims to the best of our abilities. Defendants have filed separate motions related to Plaintiffs’
16 state law claims where necessitated by the number of different plaintiffs and the variations in the
17 different legal standards addressed in the separate motions.

18 7. Attached hereto at Exhibit 1 is a true and correct copy of deposition exhibit
19 1404E marked at the deposition of Hirokazu Nishiyama (Volume 1) deposited in this case on March
20 5, 2013.

21 8. Attached hereto as Exhibit 2 is a true and correct copy of deposition exhibit 2765
22 marked at the deposition of Robert O’Brien (Volume 1) deposited in this case on March 20, 2014.

23 9. Attached hereto as Exhibit 3 is a true and correct copy of a document produced in
24 this case and Bates stamped as MTPD-0045661-MTPD-0045664.

25 10. Attached hereto as Exhibit 4 is a true and correct copy of a document produced in
26 this case and Bates stamped as TCE-CRT 000375.

27 11. Attached hereto as Exhibit 5 is a true and correct copy of a document produced in
28 this case and Bates stamped as TCE-CRT 000380.

1 12. Attached hereto as Exhibit 6 is a true and correct copy of a document produced in
2 this case and Bates stamped as TCE-CRT 0021804-TCE-CRT0021806.

3 13. Attached hereto as Exhibit 7 is a true and correct copy of a document produced in
4 this case and Bates stamped as TCE-CRT 0029077.

5 14. Attached hereto as Exhibit 8 is a true and correct copy of a document produced in
6 this case and Bates stamped as PTC-00004295.

7 15. Attached hereto as Exhibit 9 is a true and correct copy of excerpts from the
8 deposition of Geoffrey Shavey deposited in this case on December 7, 2012.

9 16. Attached hereto as Exhibit 10 is a true and correct copy of excerpts from the
10 deposition of Patrick Canavan (Volume 2) deposited in this case on January 31, 2014.

11 17. Attached hereto as Exhibit 11 is a true and correct copy of excerpts from the
12 deposition Robert O'Brien (Volume 1) deposited in this case on March 20, 2014.

13 18. Attached hereto as Exhibit 12 is a true and correct copy of excerpt from the
14 deposition of John O'Donnell deposited in this case on May 20, 2014.

15 19. Attached hereto as Exhibit 13 is a true and correct copy of excerpt from the
16 deposition of Frank Lincks deposited in this case on June 12, 2014.

17 20. Attached hereto as Exhibit 14 is a true and correct copy of excerpts from the
18 deposition of Woong Rae Kim (Volume 2) deposited in this case on July 2, 2014.

19 21. Attached hereto as Exhibit 15 is a true and correct copy of excerpts from the
20 deposition of Kenneth Elzinga deposited in this case on July 17, 2014.

21 22. Attached hereto as Exhibit 16 is a true and correct copy of excerpts from the
22 deposition of Steven Foxhall deposited in this case on September 17, 2014.

23 23. Attached hereto as Exhibit 17 is a true and correct copy of Office Depot's
24 Supplemental Responses and Objections to Toshiba America Electronic Components, Inc.'s and
25 Philips Electronics North America Corporation's Interrogatories No. 19, 21 and 23, dated March
26 4, 2014.

27
28

1 24. Attached hereto as Exhibit 18 is a true and correct copy of Costco Wholesale
2 Corporation's Objections and Responses to Hitachi Asia, LTD.'s First Set of Interrogatories, dated
3 July 21, 2014.

4 25. Attached hereto as Exhibit 19 is a true and correct copy of CompuCom Systems,
5 Inc.'s Objections and Responses to LG Electronics U.S.A., Inc. and Panasonic Corporation's
6 Second Set of Interrogatories, dated July 24, 2014.

7 26. Attached hereto as Exhibit 20 is a true and correct copy of Office Depot's
8 Objections and Responses to Hitachi Asia, Ltd.'s First Set of Interrogatories, No. 1, dated July 24,
9 2014.

10 27. Attached hereto as Exhibit 21 is a true and correct copy of excerpts from the
11 deposition of Thomas L. Heiser (Volume 2) deposited in this case on March 18, 2014.

12 28. Attached hereto as Exhibit 22 is a true and correct copy of a document produced
13 in this case Bates stamped as HEDUS-CRT00186930.

14 29. Attached hereto as Exhibit 23 is a true and correct copy of a document produced
15 in this case Bates stamped as HEDUS-CRT00158744.

16 30. Attached hereto as Exhibit 24 is a true and correct copy of a document produced
17 in this case Bates stamped as HEDUS-CRT00160563.

18 31. Attached hereto as Exhibit 25 is a true and correct copy of excerpts from the
19 deposition of Brian Stone (Volume 2) deposited in this case on May 22, 2014.

20 32. Attached hereto as Exhibit 26 is a true and correct copy of excerpts from the
21 deposition of Brian Carver deposited in this case on August 20, 2014.

22 33. Attached hereto as Exhibit 27 is a true and correct copy of Best Buy's Objections
23 and Responses to Defendants Panasonic Corporation of North America and LG Electronics USA,
24 Inc.'s Second Set of Interrogatories.

25 34. Attached hereto as Exhibit 28 is a true and correct copy deposition exhibit 917
26 and 917E marked at the deposition of Shinichi Iwamoto deposited in this case on February 8, 2013.

27 35. Attached hereto as Exhibit 29 is a true and correct copy of a excerpts from the
28 deposition of Shinichi Iwamoto (Volume 1) deposited in this case on February 7, 2013.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Executed on the 7th day of November, 2014 in San Francisco, California.

LAURA K. LIN

SEALED EXHIBIT A TO LAURA K. LIN DECLARATION IN SUPPORT OF
DEFENDANTS' JOINT NOTICE OF MOTION AND MOTION FOR
PARTIAL SUMMARY JUDGMENT AGAINST CERTAIN DIRECT ACTION
PLAINTIFFS ON DUE PROCESS GROUNDS –

Filed Under Seal

SEALED EXHIBIT B TO LAURA K. LIN DECLARATION IN SUPPORT
OF DEFENDANTS' JOINT NOTICE OF MOTION AND MOTION FOR
PARTIAL SUMMARY JUDGMENT AGAINST CERTAIN DIRECT
ACTION PLAINTIFFS ON DUE PROCESS GROUNDS –

Filed Under Seal

EXHIBIT C TO LAURA K. LIN DECLARATION IN SUPPORT OF
DEFENDANTS' JOINT NOTICE OF MOTION AND MOTION FOR
PARTIAL SUMMARY JUDGMENT AGAINST CERTAIN DIRECT
ACTION PLAINTIFFS ON DUE PROCESS GROUNDS

**EXHIBIT C: SUMMARY OF MOTIONS RELATED TO
PLAINTIFFS' STATE LAW CLAIMS**

For the convenience of the Court and the parties, Defendants provide the following summary of the state law claims addressed in Defendants' motions for summary judgment. The motions at issue in this Exhibit C are as follows¹:

1. Defendant's Motion for Partial Summary Judgment as to Indirect Purchaser Plaintiffs' and Certain Direct Action Plaintiffs' State Law Claims on Statute of Limitations Grounds ("Defs.' SOL Motion");
2. Defendants Chunghwa Picture Tubes, Ltd. and Chunghwa Picture Tubes (Malaysia) Sdn. Bhd.'s Motion for Summary Judgment on Direct Action Plaintiffs' State Law Claims on Due Process Grounds ("Chunghwa's Due Process Motion");²
3. Defendants' Joint Motion for Partial Summary Judgment Against Indirect Purchaser Plaintiffs and Certain Direct Action Plaintiffs for Lack of Antitrust Injury and Antitrust Standing Under Federal and Certain State Laws (Defs.' Standing Motion");
4. Defendant's Motion for Partial Summary Judgment Against Certain Direct Action Plaintiffs on Due Process Grounds and any joinders thereto (collectively, "Defs.' Due Process Motion");
5. Defendant's Motion for Partial Summary Judgment as to Certain Direct Action Plaintiffs on State Law Claims Limited to Intrastate Activity ("Defs.' Intrastate Motion");
6. Defendant's Motion for Partial Summary Judgment Against Costco on Choice of Law Grounds ("Defs.' Costco Motion");

¹ Counsel for Defendants consolidated their arguments related to Plaintiffs' state law claims to the best of our abilities. Defendants have filed separate motions related to Plaintiffs' state law claims where necessitated by the number of different plaintiffs and the variations in the different legal standards addressed in the separate motions. *See* Lin. Decl. ¶ 5.

² If the Court grants Chunghwa's Due Process Motion, that motion resolves all state law claims as to the Chunghwa Defendants.

7. Defendant's Motion for Partial Summary Judgment Against CompuCom Systems, Inc. on Choice of Law Grounds ("Defs.' CompuCom Motion");
8. Defendant's Motion for Partial Summary Judgment Against Office Depot on Choice of Law Grounds ("Defs.' Office Depot Motion");
9. Defendant's Motion for Partial Summary Judgment Against Electrograph Systems, Inc., P.C. Richard & Sons Long Island Corporation, and MARTA Cooperative of America, Inc. on Choice of Law Grounds ("Defs.' Electrograph, PC Richard & MARTA Motion"); and
10. Defendant's Motion for Partial Summary Judgment Against Magnolia Hi-Fi on Choice of Law Grounds ("Defs.' Magnolia Motion").

Summary of State Law Claims Addressed in Defendants' Motions

<u>Plaintiff</u>	<u>State Law Claims Asserted by Plaintiff</u>	<u>Motion(s) Addressing Plaintiff's State Law Claims</u>	<u>Relationship Among Motions</u>
CompuCom	<ul style="list-style-type: none"> • CA • NY 	<ul style="list-style-type: none"> • Defs.' CompuCom Motion • Defs.' Standing Motion • Defs.' Due Process Motion 	If the Court grants Defs.' CompuCom Motion or Defs.' Standing Motion, either motion will fully resolve CompuCom's state law claims.
Costco	<ul style="list-style-type: none"> • AZ • CA • FL • IL 	<ul style="list-style-type: none"> • Defs.' Costco Motion • Defs.' Standing Motion (regarding CA and IL claims) • Defs.' SOL Motion (regarding FL claim) • Defs.' Intrastate Motion (regarding AZ and FL claims) • Defs.' Due Process Motion 	<p>If the Court grants Defs.' Costco Motion, it need not consider any remaining state law motions as to Costco.</p> <p>If the Court grants either Defs.' Intrastate Motion, then the Court need not consider Defs.' SOL motion.</p>
Kmart	<ul style="list-style-type: none"> • IL • MI 	<ul style="list-style-type: none"> • Defs.' Intrastate Motion (regarding MI claims) • Defs.' Standing Motion (regarding 	If the Court grants Defs.' Standing Motion, it need not consider Defs.' Intrastate Motion.

<u>Plaintiff</u>	<u>State Law Claims Asserted by Plaintiff</u>	<u>Motion(s) Addressing Plaintiff's State Law Claims</u>	<u>Relationship Among Motions</u>
Sears	• IL	• Defs.' Standing Motion	No other motions relate to Sears' state law claim.
Office Depot	• CA • FL	• Defs.' Office Depot Motion • Defs.' Standing Motion (regarding CA claims) • Defs.' SOL Motion (regarding FL claims) • Defs.' Intrastate Motion (regarding FL claim) • Defs.' Due Process Motion (regarding CA claims)	If the Court grants Defs.' Office Depot Motion, it need not consider Defs.' Due Process Motion or Standing Motion as to Office Depot. Defs.' SOL Motion or Defs.' Intrastate Motion, both of which address Office Depot's Florida claim, are not obviated even if Defs.' Office Depot Motion is granted. If the Court grants either Defs.' SOL Motion or Defs.' Intrastate Motion, then the Court need not consider the other.
Interbond	• FL	• Defs.' SOL Motion (regarding FL claim) • Defs.' Intrastate Motion (regarding FL claim)	If the Court grants either Defs.' SOL Motion or Defs.' Intrastate Motion, then the Court need not consider the other.
Electrograph	• CA • NY	• Defs.' Standing Motion (regarding CA and NY claims) • Defs.' SOL Motion (regarding NY claim) • Defs.' Electrograph, PC Richard, and MARTA motion	If the Court grants Defs.' Standing Motion, then the Court need not consider the other motions as to Electrograph. Neither of the two remaining motions obviates the other.
Magnolia	• MN	• Defs.' Kmart and Magnolia Motion	No other motions relate to Magnolia's state law claim.
PC Richard	• NY	• Defs.' Standing Motion (regarding CA and NY claims) • Defs.' Electrograph, PC Richard, and MARTA motion	If the Court grants Defs.' Standing Motion, then the Court need not consider the other motion as to PC Richard.

<u>Plaintiff</u>	<u>State Law Claims Asserted by Plaintiff</u>	<u>Motion(s) Addressing Plaintiff's State Law Claims</u>	<u>Relationship Among Motions</u>
MARTA	<ul style="list-style-type: none">• AZ• IL	<ul style="list-style-type: none">• Defs.' Standing Motion (regarding IL claim)• Defs.' Electrograph, PC Richard, and MARTA motion• Defs.' Intrastate Motion (regarding AZ claims)	None of the motions obviates the others.

SEALED EXHIBIT 1 TO LAURA K. LIN DECLARATION IN
SUPPORT OF DEFENDANTS' JOINT NOTICE OF MOTION
AND MOTION FOR PARTIAL SUMMARY JUDGMENT
AGAINST CERTAIN DIRECT ACTION PLAINTIFFS ON
DUE PROCESS GROUNDS – Filed Under Seal

SEALED EXHIBIT 2 TO LAURA K. LIN DECLARATION IN
SUPPORT OF DEFENDANTS' JOINT NOTICE OF MOTION
AND MOTION FOR PARTIAL SUMMARY JUDGMENT
AGAINST CERTAIN DIRECT ACTION PLAINTIFFS ON
DUE PROCESS GROUNDS – Filed Under Seal

SEALED EXHIBIT 3 TO LAURA K. LIN DECLARATION IN
SUPPORT OF DEFENDANTS' JOINT NOTICE OF MOTION
AND MOTION FOR PARTIAL SUMMARY JUDGMENT
AGAINST CERTAIN DIRECT ACTION PLAINTIFFS ON
DUE PROCESS GROUNDS – Filed Under Seal

SEALED EXHIBIT 4 TO LAURA K. LIN DECLARATION IN
SUPPORT OF DEFENDANTS' JOINT NOTICE OF MOTION
AND MOTION FOR PARTIAL SUMMARY JUDGMENT
AGAINST CERTAIN DIRECT ACTION PLAINTIFFS ON
DUE PROCESS GROUNDS – Filed Under Seal

**SEALED EXHIBIT 5 TO LAURA K. LIN DECLARATION IN
SUPPORT OF DEFENDANTS' JOINT NOTICE OF MOTION
AND MOTION FOR PARTIAL SUMMARY JUDGMENT
AGAINST CERTAIN DIRECT ACTION PLAINTIFFS ON
DUE PROCESS GROUNDS – Filed Under Seal**

SEALED EXHIBIT 6 TO LAURA K. LIN DECLARATION IN
SUPPORT OF DEFENDANTS' JOINT NOTICE OF MOTION
AND MOTION FOR PARTIAL SUMMARY JUDGMENT
AGAINST CERTAIN DIRECT ACTION PLAINTIFFS ON
DUE PROCESS GROUNDS – Filed Under Seal

SEALED EXHIBIT 7 TO LAURA K. LIN DECLARATION IN
SUPPORT OF DEFENDANTS' JOINT NOTICE OF MOTION
AND MOTION FOR PARTIAL SUMMARY JUDGMENT
AGAINST CERTAIN DIRECT ACTION PLAINTIFFS ON
DUE PROCESS GROUNDS – Filed Under Seal

SEALED EXHIBIT 8 TO LAURA K. LIN DECLARATION IN
SUPPORT OF DEFENDANTS' JOINT NOTICE OF MOTION
AND MOTION FOR PARTIAL SUMMARY JUDGMENT
AGAINST CERTAIN DIRECT ACTION PLAINTIFFS ON
DUE PROCESS GROUNDS – Filed Under Seal

**EXHIBIT 9 TO LAURA K. LIN DECLARATION IN
SUPPORT OF DEFENDANTS' JOINT NOTICE OF MOTION
AND MOTION FOR PARTIAL SUMMARY JUDGMENT
AGAINST CERTAIN DIRECT ACTION PLAINTIFFS ON
DUE PROCESS GROUNDS**

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

IN RE: CATHODE RAY TUBE (CRT))
 ANTITRUST LITIGATION)

) No. 07-5944 SC

) MDL No. 1917

This Document Relates to:)

ALL ACTIONS)

30 (B) (6) DEPOSITION UPON ORAL EXAMINATION OF

COSTCO WHOLESALE CORPORATION

GEOFFREY SHAVEY

DECEMBER 7, 2012

⊗ JULIE R. HEAD, CSR No. 3119
 350113

40
 YEARS

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09:50 1 way through 2007? That's a better way to ask it.

09:50 2 A. That makes sense. We -- We use, now, what's
09:50 3 just called an item agreement, which is a bit more
09:50 4 detailed than the -- than the IPQ that we had in the --
09:50 5 the mid-'90s, but very similar as far as the information
09:50 6 that's contained on it. It was -- It was a -- The item
09:50 7 agreement is a standardized form that's used throughout
09:50 8 the non-foods division, whereas the IPQ was -- was an
09:50 9 agreement that we had used in our department.

09:51 10 Q. So, if -- if a product is not -- We go back to
09:51 11 that original example, a product is not selling well and
09:51 12 Costco wants to go back and renegotiate a better price
09:51 13 from a supplier, do -- is a new IP -- new item agreement
09:51 14 or IPQ generated? Is that how that works?

09:51 15 A. They typically would just update the cost and
09:51 16 initial the -- the IPQ and send it over. This is back
09:51 17 in the days when we were using fax machines. And then
09:51 18 we would just staple that on top so you'd have your most
09:51 19 recent cost up front.

09:51 20 Q. And am I right that the price to be
09:51 21 negotiate -- there wasn't any set time period that --
09:51 22 that the price could change? It could be renegotiated
09:51 23 at any time within the time frame of the IPQ?

09:51 24 A. Yes, it was unique to each item.

09:52 25 Q. Where were they -- So, where -- where did the

09:52	1	purchase orders originate from for -- let's start with	
09:52	2	televisions.	
09:52	3	A. In our offices in Issaquah would -- would be	
09:52	4	the primary spot, then we have regional offices, so we	
09:52	5	could allocate the product out to the regions and then	
09:52	6	they would issue purchase orders.	
09:52	7	Q. Were negotiations ever -- Were negotiations	
09:52	8	centralized or was there any sort of regional	
09:52	9	involvement in negotiations for products?	
09:52	10	A. Negot --	
09:52	11	MR. GRALEWSKI: Sorry.	
09:52	12	Object to the form. Outside the scope,	
09:52	13	compound.	
09:52	14	THE WITNESS: Negotiations were done by the	
09:52	15	corporate office. The regional offices just followed	
09:52	16	our direction.	
09:53	17	Q. (BY MR. EMANUELSON:) Okay. Besides price,	
09:53	18	what were other negotiating points that Costco would	
09:53	19	have with its manufactures that could it have -- that	
09:53	20	could have an impact on its costs? For example, a	
09:53	21	rebate. Was that ever a -- an -- an element of	
09:53	22	negotiations?	
09:53	23	MR. WEISS: Objection. Compound.	
09:53	24	MR. GRALEWSKI: Join. Outside the scope.	
09:53	25	Q. (BY MR. EMANUELSON:) Do you understand the	

10:23 1 time is 10:23 a.m.

10:23 2 Before we begin, can we please have those on
10:23 3 the telephone identify themselves and state whom they
10:23 4 represent.

10:23 5 MS. NAIFEH: This is Charise Naifeh with White
10:23 6 & Case, and I represent the Toshiba defendants.

10:23 7 MR. ROSEWARNE: This is Brian Rosewarne from
10:23 8 applEcon, and I'm a consultant.

10:23 9 THE VIDEOGRAPHER: Is there anyone else?

10:23 10 MS. MEIDAN: This is Maya Meidan from Compass
10:23 11 Lexicon. I'm a consultant.

10:23 12 MR. GRALEWSKI: While we're -- While we're
10:23 13 cleaning things up, can I just note for the record that
10:23 14 perhaps the videographer misspoke. This deposition has
10:23 15 been noticed by the defendants.

10:24 16 MR. EMANUELSON: Oh. Yes. I agree.

10:24 17 THE VIDEOGRAPHER: Okay. Please proceed.

10:24 18 MR. EMANUELSON: Okay. Great.

10:24 19 Q. (BY MR. EMANUELSON:) Before I move on,
10:24 20 Mr. Shavey, you -- is there something you'd like to
10:24 21 clarify for the record?

10:24 22 A. Yes. On the question regarding purchase

10:24 23 orders. So, in some cases, we would issue all the
10:24 24 purchase orders in Issaquah, and, in other instances, we
10:24 25 could allocate the product out to the regions and then

10:24 1 they would actually place the purchase orders. So,
 10:24 2 it's -- it's a mix bag.

10:24 3 Q. Do -- What are the regions that you could
 10:24 4 allocate to?

10:24 5 A. So, we have buying offices in each of our
 10:24 6 geographic regions, so we have one in the -- in
 10:24 7 Issaquah, right at the corporate office for the
 10:24 8 Northwest, we have one in the Bay Area, in Livermore,
 10:24 9 one in Los Angeles, one in San Diego, one in Texas, one
 10:25 10 in Chicago, one in Sterling, Virginia, for the Northeast
 10:25 11 region, and then one in Atlanta, Georgia.

10:25 12 Q. And, so, you say allocate. What do you mean
 10:25 13 by that you allocate to the regions?

10:25 14 A. So, as I stated earlier, the purchasing
 10:25 15 decisions, the item negotiations, the quantity, the
 10:25 16 forecast was all handled at the corporate office in
 10:25 17 Issaquah, so, that was -- that was my role. Then what

10:25 18 we would do is we would allocate out that forecast to
 10:25 19 each of the geographic regions, so give them their
 10:25 20 portion to support their business, and then they would
 10:25 21 track in the purchase orders, distribute to the specific
 10:25 22 selling locations within their region, and then deal
 10:25 23 with any type of warehouse correspondence and that sort
 10:25 24 of thing.

10:25 25 Q. Would they be involved in the logistical

10:25 1 management -- Let's say you have more quantity than you
 10:26 2 need for a certain period of time. Are they involved in
 10:26 3 any decision-making with that or is that all
 10:26 4 centrally -- centralized in Washington?

10:26 5 A. Again, the decisions were made by us at the
 10:26 6 corporate office, but if they felt that, hey, you're

10:26 7 giving us too much or, hey, can we have more, that would
 10:26 8 be a normal course of correspondence that they would
 10:26 9 communicate back to us and then we would look at it
 10:26 10 again and make a decision.

10:26 11 Q. Where were the products physically shipped
 10:26 12 from manufacturers, televisions and monitors?

10:26 13 A. Back then, some had -- some manufacturers had
 10:26 14 distribution and production in the US. There were
 10:26 15 others that produced in Mexico.

10:26 16 Q. Where were they shipped to in terms -- Let me
 10:26 17 just try to clarify. I understand that Costco has
 10:26 18 depots, correct, that it -- from which it receives the
 10:26 19 product; is that right?

10:26 20 A. Yes.

10:26 21 MR. GRALEWSKI: Object to the form. Outside
 10:26 22 the scope.

10:26 23 Q. (BY MR. EMANUELSON:) Where -- Where are the
 10:26 24 depots located?

10:26 25 MR. GRALEWSKI: Same objection.

10:26 1 THE WITNESS: They align pretty closely with
10:27 2 the regional offices that I just spoke about. So, each
10:27 3 regional office, in general, also has a regional
10:27 4 distribution center. So, do you want me to name those?

10:27 5 Q. (BY MR. EMANUELSON:) That would be great.

10:27 6 A. Okay.

10:27 7 MR. GRALEWSKI: Same objection.

10:27 8 THE WITNESS: It's a test.

10:27 9 Sumner, Washington; Tracy, California;
10:27 10 Tolleson, Arizona; Mira Loma, California; one in the
10:27 11 Dallas area; one in the Chicago area; Edison, New
10:27 12 Jersey; Atlanta; Riviera Beach, Florida; and then we've
10:27 13 added one, gosh, in Utah. It's more recent, and I'm
10:27 14 spacing on the -- the city location.

10:27 15 Q. (BY MR. EMANUELSON:) And -- And am I correct
10:27 16 that Costco also categorizes its stores by region? Has
10:28 17 regional categorization for its stores?

10:28 18 MR. GRALEWSKI: Object to the form. Outside
10:28 19 the scope.

10:28 20 THE WITNESS: Yes.

10:28 21 Q. (BY MR. EMANUELSON:) Warehouses.

10:28 22 A. So, all -- all warehouses where we sell
10:28 23 product are in a geographic location, just as I'd
10:28 24 alluded to. So, Northwest, Bay Area, LA, San Diego,
10:28 25 Texas, Midwest, Northeast, or Southeast.

RE: CATHODE RAY TUBE (CRT) ANTITRUST LITIGATION
USDC AT SAN FRANCISCO; No. 07-5944 SC
GEOFFREY SHAVEY; TAKEN DECEMBER 7, 2012

I, GEOFFREY SHAVEY, have read the within transcript taken DECEMBER 7, 2012, and the same is true and accurate except for any changes and/or corrections, if any, as follows:

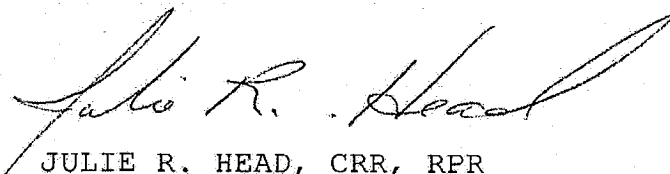
[illegible]

GEOFFREY SHAVEY

1 REPORTER'S CERTIFICATE

2
3 I, JULIE R. HEAD, the undersigned Certified Court
4 Reporter, pursuant to RCW 5.28.010, authorized to
5 administer oaths and affirmations in and for the State
6 of Washington, do hereby certify: That the sworn
7 testimony and/or proceedings, a transcript of which is
8 attached, was given before me at the time and place
9 stated therein; that any and/or all witness(es) were by
10 me duly sworn to testify to the truth; that the sworn
11 testimony and/or proceedings were by me stenographically
12 recorded and transcribed under my supervision, to the
13 best of my ability; that the foregoing transcript
14 contains a full, true, and accurate record of all the
15 sworn testimony and/or proceedings given and occurring
16 at the time and place stated in the transcript, a review
17 of which was reserved; that I am in no way related to
18 any party to the matter, nor to any counsel, nor do I
19 have any financial interest in the event of the cause.

20 WITNESS MY HAND AND DIGITAL SIGNATURE THIS 10th day
21 of December, 2012.

22
23 

24 JULIE R. HEAD, CRR, RPR
25 Washington State Certified Court Reporter No. 3119
jhead@yomreporting.com

SEALED EXHIBIT 10 TO LAURA K. LIN DECLARATION
IN SUPPORT OF DEFENDANTS' JOINT NOTICE OF
MOTION AND MOTION FOR PARTIAL SUMMARY
JUDGMENT AGAINST CERTAIN DIRECT ACTION
PLAINTIFFS ON DUE PROCESS GROUNDS –
Filed Under Seal

SEALED EXHIBIT 11 TO LAURA K. LIN DECLARATION
IN SUPPORT OF DEFENDANTS' JOINT NOTICE OF
MOTION AND MOTION FOR PARTIAL SUMMARY
JUDGMENT AGAINST CERTAIN DIRECT ACTION
PLAINTIFFS ON DUE PROCESS GROUNDS –
Filed Under Seal

**EXHIBIT 12 TO LAURA K. LIN DECLARATION IN
SUPPORT OF DEFENDANTS' JOINT NOTICE OF MOTION
AND MOTION FOR PARTIAL SUMMARY JUDGMENT
AGAINST CERTAIN DIRECT ACTION PLAINTIFFS ON
DUE PROCESS GROUNDS**

CERTIFIED TRANSCRIPT

Page 1

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re: CATHODE RAY TUBE) Case No. 07-5944 (SC)
(CRT) ANTITRUST LITIGATION,)

_____) MDL No. 1917
)

This Document Relates to:)
)

ALL ACTIONS)

ORAL AND VIDEOTAPED DEPOSITION OF
JOHN O'DONNELL
MAY 20, 2014

VIDEOTAPED DEPOSITION of JOHN

O'DONNELL, produced as a witness at the instance of
the Defendants LG Electronics, Inc. and LG Electronics
U.S.A., Inc., and duly sworn, was taken in the
above-styled and numbered cause on the 20th of May,
2014, from 8:57 a.m. to 6:50 p.m., before Audra B.
Paty, CSR in and for the State of Texas, reported by
machine shorthand, at the offices of Susman Godfrey
LLP, 901 Main Street, Suite 5100, in the City of
Dallas, County of Dallas, State of Texas, pursuant to
Notice and the Federal Rules of Civil Procedure.

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Page 27

1 about 25 or so that had a physical presence because we
2 were focused obviously on larger metropolitan areas.

09:21:59

3 Q. And other than offices where sales folks
4 could come in, did CompuCom have any other kind of
5 physical spaces that it ran as part of its business?

6 A. Yes.

7 Q. What types of spaces would that be?

8 A. We had facilities that were -- we call them
9 colo's or colocations, and they were colocated with
10 some of our larger manufacturer partners. So we had
11 one colocated with IBM in Research Triangle Park in
12 North Carolina. We had one colocated with Compaq in
13 Houston, and one colocated with Toshiba in -- I
14 believe it was Irvine, California.

09:22:24

09:22:59

15 And the purpose of those facilities is to
16 facilitate the flow of that business. It's just
17 advantageous to avoid as much freight delay and cost
18 as possible. So if they were manufacturing the
19 product and we had a colocated facility, then we would
20 get the product that much faster in order to fulfill
21 our customer requirements. We also had a large
22 warehousing and configuration facility in Paulsboro,
23 New Jersey, and that was our main central
24 configuration and warehouse facility. We also had a
25 warehouse for returned material in Coppell, Texas.

09:23:29

Page 28

1 Q. Did you have any other distribution

2 warehouses other than those two?

09:24:00

3 A. Well, it was actually the three colo's, and

4 then the one in Paulsboro, New Jersey. And the one in

5 Coppel is -- wasn't a distribution warehouse more so

6 than it was receiving returned goods from our clients,

7 defective, open box, unwanted. And so that was -- so

8 it wasn't necessarily a distribution facility.

9 Q. Got it. I understand. Thank you.

10 A. Okay.

11 Q. Were there any colo's other than the three

12 that you named?

09:24:29

13 A. No.

14 Q. And then approximately what time period was

15 that CompuCom colo in place?

16 MR. SMITH: Objection.

17 A. During the relevant period -- at the start of

18 the relevant period running to perhaps 2003 to

19 maybe -- the best of my recollection right now.

20 Q. (BY MS. LIN) And what about the Toshiba

09:25:00

21 colo? When was that Toshiba colo in place?

22 A. Roughly the same time. All of them are

23 roughly about the same time period.

24 Q. And were products being manufactured at the

25 colo facility itself?

1 A. Can you define --

2 MR. GRALEWSKI: Objection to the form.

3 THE REPORTER: Who was that?

4 MS. LIN: Mr. Gralewski. 09:25:30

5 MR. GRALEWSKI: I'm sorry. Bob

6 Gralewski. Objection to form.

7 A. Can you clarify that, please?

8 Q. (BY MS. LIN) Sure. So let me -- I'm trying
9 to understand what are the manufacturers at the
10 colo -- what were they doing at those locations? Do
11 you know?

12 MR. SMITH: Objection.

13 A. I can't speak for what the manufacturers did
14 because it was their own operation. We happened to be
15 either adjacent to them or just very close by and we
16 were purchasing the product from them and receiving
17 them into our facility. What they did in their
18 facility was up to them.

19 Q. (BY MS. LIN) Do you know if any CRT monitors 09:25:58
20 were being manufactured in those facilities?

21 MR. SMITH: Objection.

22 A. I don't have knowledge of what they were
23 doing in those facilities.

24 Q. (BY MS. LIN) You don't know, for instance,
25 if they were just sales organizations run by the colo

1 selling it. There's always a demand that we are
2 anticipating or have to meet when we buy product. So
3 we're not just stocking for the sake of stocking. So
4 we have this demand, forecasted demand from our
5 clients, and that will go to our buyers. And the
6 buyers will purchase the product, whether it's
7 directly from the manufacturer or indirectly from a
8 distributor.

10:11:29

9 We will -- the buyers will cut the
10 purchase order and the product will be fulfilled to
11 either our Paulsboro facility or into one of the
12 colo's or it could be a drop-ship requirement. And
13 our partners, our supplier and partners, will fulfill
14 that directly to the end user as a drop-ship on behalf
15 of CompuCom.

10:11:59

16 So that's, you know, the purchasing
17 piece, but then downstream of that, the supplier is
18 going to invoice us for that product, and we need to
19 pay for that through finance and accounting. And then
20 we also -- accounting has to invoice our client for
21 the product and the client needs to pay. So finance
22 is involved in the purchasing process with regard to
23 the flow of payments.

10:12:27

24 Q. For the buyers who are buying the CRT
25 products, were they located in the hardware

1 department?

2 MR. SMITH: Objection.

3 A. They were in supply chain management

4 department, which -- so we didn't have a hardware

5 department that we sold hardware, but they operated

10:13:00

6 within their own department of supply chain

7 management.

8 Q. (BY MS. LIN) And would that department

9 within supply chain management have been responsible

10 for buying the CRT products throughout the relevant

11 period?

12 A. Yes.

13 Q. And were those buyers physically located in

14 one place?

15 A. Yes.

16 Q. Where is that?

17 A. Dallas, Texas.

10:13:30

18 Q. And were those buyers reporting directly to
19 you when you were in the supply chain management role?

20 A. No, they reported to the managers who
21 reported to me.

22 Q. And approximately how many buyers would have
23 had responsibilities related to buying CRT products?

10:13:53

24 A. Perhaps 15 or so approximately.

25 Q. And were the managers that those buyers were

1 overseeing that process. And the director of supply
2 chain management is overseeing that and involved in
3 that process, senior vice president of sales has
4 overall responsibility for that area.

5 The business development team are also in
6 discussions every day with their manufacturer partners
7 and their distributor partners. So there's a lot of
8 people that are involved.

11:45:28

9 Q. Do you know what locations CompuCom suppliers
10 of CRT products were located in?

11 A. Yes.

12 Q. And can you list those for me? And we can
13 break them apart by manufacturer and distributor if
14 that's how you think about it.

15 A. Well, the distributors are located throughout
16 the country. They have warehouses near major
17 metropolitan areas. And so I'm not familiar with
18 where all of them are located. Conversely, on the
19 manufacturer's side, I don't know where all of their
20 facilities are, just where -- some of where their
21 headquarters or their U.S. locations are based out of.

11:45:54

22 I mentioned Compaq in Houston, IBM, and RTP in North
23 Carolina, Toshiba out in -- I thought it was Irvine,
24 but it was in California, Southern California. Ingram
25 Micro is headquartered up in Buffalo. Tech Data

11:46:26

Page 102

1 headquartered in the suburbs of Tampa, Florida.

11:46:58

2 Q. Did CompuCom ever receive shipments of CRT
3 products from outside of the country?

4 A. No.

5 Q. In the drop-ship context, did CompuCom ever
6 facilitate the purchase of CRT products that were
7 shipped to the customer from outside of the country?

11:47:28

8 MR. SMITH: Objection.

9 A. No. And I want to make one correction.

10 Actually, I think Ingram Micro might be headquartered

11 in Southern California. So I'm unclear on their exact

12 location of their headquarters.

13 Q. (BY MS. LIN) Okay. Thank you.

14 Is it accurate to say that CompuCom's
15 suppliers for CRT products were all based in the
16 United States?

17 MR. SMITH: Objection.

11:47:59

18 A. Can you refer to -- clarify what you mean by
19 based in the United States?

20 Q. (BY MS. LIN) Were the companies that
21 CompuCom was purchasing CRT products from, were those
22 domestic companies?

23 MR. SMITH: Objection.

24 A. We did not source products from overseas. We
25 dealt with the U.S. entities of companies that may or

Page 140

1 our suppliers to our way of thinking. Do you think
2 that's an accurate way of thinking?

3 A. Yes.

14:18:29

4 Q. Great. You can place this exhibit aside.

5 A. I would like to say that the word suppliers
6 is really distributors because manufacturers don't get
7 swayed. I mean, they are -- it is take it or leave
8 it. It's -- all of CompuCom's negotiating ability is
9 with distributors and not manufacturers.

10 Q. When CompuCom purchased CRT monitors, did it
11 issue purchase orders for those monitor purchases?

14:18:59

12 A. Yes.

13 Q. Where did CompuCom issue those purchase
14 orders from?

15 A. Dallas, Texas.

16 Q. Did it issue purchase orders from any other
17 location?

18 A. No.

19 Q. Which entities would issue -- strike that.

20 Did CompuCom receive invoices for the CRT
21 monitors or televisions that it purchased?

14:19:28

22 A. Yes.

23 Q. Which entities would issue those invoices for
24 CRT products?

25 MR. SMITH: Objection.

1 A. Can you elaborate what you mean by entity?

2 Q. (BY MS. LIN) Would -- earlier we discussed
3 how CompuCom purchased from domestic suppliers for its
4 CRT products. Would those same domestic suppliers be
5 entities that would issue the invoices to CompuCom?

14:19:57

6 A. Yes, to the best of my knowledge.

7 Q. And where were invoices for CompuCom CRT
8 product purchases sent to?

9 A. Dallas, Texas.

10 Q. Would they be sent anywhere else?

11 A. No.

14:20:16

12 Q. Were the purchase orders that CompuCom issued
13 for its CRT product purchases -- were they stored
14 electronically?

15 A. Can you ask the question again, please?

16 Q. For the purchase orders that CompuCom issued
17 when it was buying CRT products, did it store those
18 purchase orders electronically?

19 A. Yes.

20 Q. Was that true throughout the relevant period?

21 A. Yes.

22 Q. Are these stored in some kind of database?

23 A. Yes.

24 Q. And what's that database called?

14:20:59

25 A. It's an Oracle database and it's fed by a

1 purchase orders pre-2000 was issued?

2 A. No.

3 Q. Can you approximate a year when you think
4 that order would have been issued?

5 A. Other than years ago, but I don't know
6 exactly when that occurred.

14:22:58

7 Q. Do you expect it would have occurred prior to
8 2007?

9 A. No.

10 Q. Do you think it would have happened prior to
11 2008?

12 A. I don't want to walk down the calendar so I
13 don't know. I don't recall.

14:23:25

14 Q. Okay. Where were the CRT products that
15 CompuCom purchased shipped to when they were going
16 directly to -- strike that.

17 Where were CRT products that CompuCom
18 purchased shipped to if they were not going to be
19 drop-shipped directly to a customer?

20 A. Almost exclusively they would go to our
21 Paulsboro, New Jersey configuration and distribution
22 facility. There's a chance also that they may have
23 gone to one of our colo facilities. That would be
24 about it.

14:24:00

25 Q. If a product was dropped-shipped to a

1 Where would the CRT products sold to
2 customers in Canada ship from?

3 A. From distribution partners in Canada.

4 Q. Is CompuCom in this lawsuit seeking to 14:26:08
5 recover for damages related to purchases or sales of
6 CRT products that were sold in Canada?

7 MR. SMITH: Objection.

8 A. No, not to my knowledge. 14:26:23

9 Q. (BY MS. LIN) When would CRT products be
10 shipped to the Paulsboro facility instead of being
11 drop-shipped to a customer?

12 MR. SMITH: Objection.

13 A. When or...

14 Q. (BY MS. LIN) When?

15 A. Generally if we're not going to -- if there
16 is no need to touch the product, we don't want it in 14:26:57
17 our warehouse. So if there's any way at all possible
18 to drop-ship it to the customer directly, that's good.
19 It just saves everybody money, time, and hassle. We
20 bring it into Paulsboro when we have to do something
21 to it and that would be, perhaps, put an asset tag on
22 it to us and scan it into an asset management system
23 that we're managing on behalf of our client. 14:27:26

24 It also might be to marry it up with
25 other items that are supposed to be shipped together

1 ever increase during the relevant period?

2 MR. SMITH: Objection.

3 A. Are you asking for the same CRT product or 14:43:01
4 CRT products in general? When you say the cost
5 increase, I'm not following exactly how you want me to
6 answer that.

7 Q. (BY MS. LIN) For the same CRT products.

8 A. Like the same actual monitor, throughout the
9 life cycle of that monitor?

10 Q. Correct.

11 A. Did that -- did our cost increase on that,
12 let's say, single model of monitor?

13 Q. Right.

14 A. I don't recall -- to the best of my 14:43:28
15 knowledge, I don't recall an increase of the monitor
16 price.

17 Q. What was the typical lead time between when
18 CompuCom placed an order for a CRT product and when

19 that product would be delivered?

20 A. Literally as quick as same day or it could be
21 weeks or months depending on availability. 14:43:58

22 Q. And if you were going to average it out, do
23 you have a sense of what the average lead time would

24 be for a CRT product purchased by CompuCom?

25 MR. SMITH: Objection.

1 CRT products from Toshiba, correct?

2 A. Yes.

3 Q. And CompuCom purchased those CRT products
4 from a Toshiba entity located in Irvine, California;
5 is that right?

6 MR. SMITH: Objection, form.

7 A. Yes, I did say that.

8 Q. (BY MR. BAVE) And CompuCom had a colocation
9 in Irvine near that Toshiba facility; is that right?

10 A. Yes, to the best of my recollection, it was
11 Irvine, but -- it was Southern California, but it
12 was -- Irvine comes to mind, but that may not be
13 exactly correct.

18:24:30

14 Q. And you testified that the Irvine colocation
15 for CompuCom closed in 2003; is that right?

16 MR. SMITH: Objection, form.

17 A. I was unsure of the exact date, but I know
18 that we did close that facility quite a long time ago,
19 and it might have been in that time frame.

20 Q. (BY MR. BAVE) And why did CompuCom close the
21 colocation?

22 A. It was -- it wasn't profitable for us. It
23 wasn't working out, and so we decided just to close it
24 up.

18:25:01

25 Q. And did CompuCom purchase Toshiba branded CRT

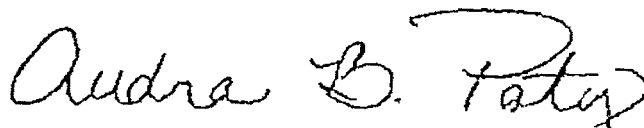
1 STATE OF TEXAS)

2 COUNTY OF DALLAS)

3 I, Audra B. Paty, Certified Shorthand
4 Reporter, in and for the State of Texas, certify that
5 the foregoing deposition of JOHN O'DONNELL was
6 reported stenographically by me at the time and place
7 indicated, said witness having been placed under oath
8 by me; that review was requested; and that the
9 deposition is a true record of the testimony given by
10 the witness.

11 I further certify that I am neither counsel
12 for nor related to any party in this cause and am not
13 financially interested in its outcome.

14 Given under my hand on this the 30th day of
15 May, 2014.

16
17 
18
19

20 Audra B. Paty, Certified
Shorthand Reporter No. 5987

21
22 Time used by each party:

23 Ms. Laura K. Lin - 7:19

Mr. William H. Bave, III - 0:21

24 Mr. Robert J. Gralewski, Jr. - 0:04

Ms. Sophia Arguello - 0:02

25

DEPOSITION ERRATA SHEET

Action: *In re Cathode Ray Tube (CRT) Antitrust Litigation, Case No. 07-5944-SC*

Witness: John O'Donnell

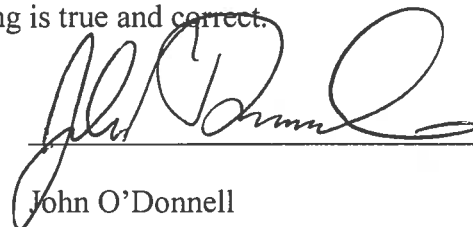
Date: July 17, 2014

I wish to make the following changes to the transcript of my deposition, for the following reasons:

Page/Line	Change	Reason
Page 23, line 17	change "install" to "installed"	misstatement / transcription error
Page 23, line 19	change "organizations" to "organization"	transcription error
Page 76, line 15	change "project" to "product"	transcription error
Page 101, line 22	change "IBM, and" to "IBM in"	transcription error
Page 181, line 19	change "ride" to "right"	transcription error
Page 202, line 7	change "cofigs" to "configs"	transcription error
Page 212, line 15	change "The purchase data would, yes." to "The purchase data would not."	misunderstood question / misstatement
Page 227, line 16	change "bill" to "bid"	transcription error
Page 259, line 14	change "we're" to "they're not"	transcription error
Page 263, line 13	change "for" to "from"	transcription error

I declare under penalty of perjury that the foregoing is true and correct.

Executed: July 17, 2014



John O'Donnell

SEALED EXHIBIT 13 TO LAURA K. LIN DECLARATION
IN SUPPORT OF DEFENDANTS' JOINT NOTICE OF
MOTION AND MOTION FOR PARTIAL SUMMARY
JUDGMENT AGAINST CERTAIN DIRECT ACTION
PLAINTIFFS ON DUE PROCESS GROUNDS –
Filed Under Seal

SEALED EXHIBIT 14 TO LAURA K. LIN DECLARATION
IN SUPPORT OF DEFENDANTS' JOINT NOTICE OF
MOTION AND MOTION FOR PARTIAL SUMMARY
JUDGMENT AGAINST CERTAIN DIRECT ACTION
PLAINTIFFS ON DUE PROCESS GROUNDS –
Filed Under Seal

SEALED EXHIBIT 15 TO LAURA K. LIN DECLARATION
IN SUPPORT OF DEFENDANTS' JOINT NOTICE OF
MOTION AND MOTION FOR PARTIAL SUMMARY
JUDGMENT AGAINST CERTAIN DIRECT ACTION
PLAINTIFFS ON DUE PROCESS GROUNDS –
Filed Under Seal

SEALED EXHIBIT 16 TO LAURA K. LIN DECLARATION
IN SUPPORT OF DEFENDANTS' JOINT NOTICE OF
MOTION AND MOTION FOR PARTIAL SUMMARY
JUDGMENT AGAINST CERTAIN DIRECT ACTION
PLAINTIFFS ON DUE PROCESS GROUNDS –
Filed Under Seal

**EXHIBIT 17 TO LAURA K. LIN DECLARATION IN
SUPPORT OF DEFENDANTS' JOINT NOTICE OF MOTION
AND MOTION FOR PARTIAL SUMMARY JUDGMENT
AGAINST CERTAIN DIRECT ACTION PLAINTIFFS ON
DUE PROCESS GROUNDS**

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Counsel for Plaintiff Office Depot, Inc.

11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**
13 **SAN FRANCISCO DIVISION**

13 In re: CATHODE RAY TUBE (CRT)
14 ANTITRUST LITIGATION

15 This Document Relates To Individual Case No.
16 3:11-cv-06276

16 OFFICE DEPOT, INC.,

17
18 Plaintiff,

19 vs.

20 HITACHI, LTD., *et al.*,

21
22 Defendants.
23

Case No. 3:11-cv-06276

Master File No. 3:07-md-05944

MDL No. 1917

**OFFICE DEPOT'S SUPPLEMENTAL
RESPONSES AND OBJECTIONS TO
TOSHIBA AMERICA
ELECTRONIC COMPONENTS, INC.'S
AND PHILIPS ELECTRONICS
NORTH AMERICA
CORPORATION'S
INTERROGATORIES NO. 19, 21 and 23**

PROPOUNDING PARTY:

Toshiba America Electronic Components, Inc. and
Philips Electronics North America Corporation

RESPONDING PARTY:

Office Depot

SET:

Two

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure and Rule 33.1 of the Local Civil Rules of the Northern District of California, Plaintiff Office Depot (“Plaintiff”) hereby provides supplemental responses to certain of the interrogatories contained in Toshiba America Electronic Components, Inc.’s and Philips Electronics North America Corporation’s (“Defendants”) Second Set of Interrogatories to Plaintiff Office Depot, dated November 7, 2013 (collectively, the “Interrogatories”), including the “Instructions” and “Definitions” contained therein, as follows:

GENERAL OBJECTIONS

The following general objections (“General Objections”) are incorporated in Plaintiff’s Responses (“Responses”) to each and every interrogatory contained in the Interrogatories. No Response to any interrogatory shall be deemed a waiver of Plaintiff’s General Objections.

1. Plaintiff objects to these Interrogatories to the extent that they seek to impose obligations on Plaintiff beyond those imposed by the Federal Rules of Civil Procedure, the Local Civil Rules of the Northern District of California, or any applicable order of this Court.

2. Plaintiff objects to the Interrogatories to the extent that they seek information that is already in the possession, custody, or control of Defendants.

3. Plaintiff objects to the Interrogatories to the extent that they seek information that can equally or more readily be obtained by Defendants from public sources.

4. Plaintiff objects to the Interrogatories to the extent that they seek information that can more readily, conveniently, and in a less burdensome fashion be obtained by Defendants from others.

5. Plaintiff objects to the Interrogatories to the extent that they seek information not in Plaintiff’s possession, custody, or control.

6. Documents produced by Plaintiff in this litigation shall be deemed produced in response to these Interrogatories, subject to the Objections and Responses contained herein. The burden of identifying specific information or documents responsive to these Interrogatories from documents produced in the course of this litigation is substantially the same for either party, and

1 Plaintiff is entitled to elect the option to produce business records pursuant to Rule 33(d) of the
2 Federal Rules of Civil Procedure.

3 7. Plaintiff objects to the Interrogatories to the extent that they call for a Response protected
4 from disclosure by the attorney-client privilege, the attorney work product doctrine, or any other
5 privilege, protection, or immunity applicable under the governing law. Any information
6 disclosed pursuant to the Interrogatories will be disclosed without waiving, but on the contrary
7 reserving and intending to reserve, each of these privileges, protections, or immunities. Any
8 accidental disclosure of privileged information or material shall not be deemed a waiver of the
9 applicable privilege, protection, or immunity.

10 8. Plaintiff objects to the Interrogatories to the extent that they are unintelligible, vague,
11 ambiguous, overly broad, unduly burdensome, and oppressive.

12 9. Plaintiff objects to the Interrogatories to the extent that they seek information that is not
13 relevant, material or necessary to this action and, thus, are not reasonably calculated to lead to
14 the discovery of admissible evidence.

15 10. Plaintiff objects to the Interrogatories to the extent that they are premature contention
16 interrogatories. Plaintiff has not completed its discovery and preparation in this matter, and its
17 investigation of this case is ongoing. These Responses are being made after reasonable inquiry
18 into the relevant facts, and are based only upon the information and documentation that is
19 presently known to Plaintiff. Further investigation and discovery may result in the identification
20 of additional information or contentions, and Plaintiff reserves the right to modify its Responses.
21 Plaintiff's responses should not be construed to prejudice their right to conduct further
22 investigation in this case, or to limit Plaintiff's use of any additional evidence that may be
23 developed.

24 11. Plaintiff objects to the Interrogatories to the extent that they prematurely call for expert
25 testimony and state that Plaintiff will provide expert disclosures as provided by the Federal Rule
26 of Civil Procedure.

27 12. Plaintiff objects to the Interrogatories to the extent that they call for speculation or call
28 for a conclusion on an issue of law.

13. Plaintiff objects to, and expressly disclaims, any need or intent to prove any fact listed herein as a prerequisite to proving its claims at trial.

14. Plaintiff reserves its right to try its case as it determines is best at trial. This includes by not using facts or information stated herein or using facts or information in addition to those stated herein.

15. Plaintiff reserves the right to object to and/or challenge any evidence on grounds of competency, relevance, materiality, privilege, or admissibility at trial or at any hearing or proceeding with respect to any admissions sought by the Interrogatories and all answers Plaintiff provides in response to these Interrogatories.

OBJECTIONS TO CERTAIN DEFINITIONS AND INSTRUCTIONS

1. Plaintiff objects to Definition B in that it is vague, ambiguous, and confusing and likely to create multiple, contradictory meanings from the same language.

2. Plaintiff objects to Definitions D and E to the extent Defendants are drawing a distinction between CRTs and CRT Products. Plaintiff is interpreting all requests related to CRTs to include its purchases of CRT Product, which contain CRTs.

3. Plaintiff objects to Definition H and Instruction 1 to the extent that the terms “you,” “your,” and “yourself” call for privileged information, and to the extent that they seek the production of documents outside Plaintiff’s possession, custody or control. Plaintiff specifically objects to the inclusion of “attorneys” in the definition, and any response or production of documents that may subsequently occur pursuant to the Interrogatories shall not include any documents protected by the attorney-client privilege, work product doctrine, the settlement privilege, or any other applicable privileges or doctrines.

4. Plaintiff objects to Definition F in that the term “Document(s)” is vague, ambiguous, and overbroad as defined, and calls for a legal conclusion. Plaintiff also objects to the extent the term “Document(s)” seeks information and documents beyond Plaintiff’s possession, custody, or control.

5. Plaintiff object to Definition J as vague, ambiguous, and confusing, and likely to create multiple, contradictory meanings from the same language.

6. Plaintiff objects to Instruction 7 in that it is unduly burdensome, overly broad, and oppressive insofar as it asks Plaintiff to provide responses to ambiguous questions that are thus not reasonably calculated to lead to the discovery of admissible evidence.

7. Plaintiff objects to Instruction 9 in that it is unduly burdensome and oppressive and seeks information that is not relevant, material or necessary to this action and, thus, is not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff also objects to the extent that Instruction 9 seeks information and documents beyond Plaintiffs' possession, custody, or control.

8. Plaintiff objects to Instruction 10 to the extent that it seeks disclosure beyond the scope of FRCP 26 and 33, and seeks information that is not relevant, material or necessary to this action and, thus, not reasonably calculated to lead to the discovery of admissible evidence.

OBJECTIONS AND RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 19:

Identify each purchase of CRTs or CRT Products for which You contend You are entitled to recover damages pursuant to Section 1 of the Sherman Act, 15 U.S.C. § 1 and Section 4 of the Clayton Act, 15 U.S.C. § 15.

RESPONSE TO INTERROGATORY NO. 19:

Plaintiff refers to and incorporates its General Objections as though set forth fully herein. In addition, Plaintiff specifically objects to this Interrogatory because it is overly broad, unduly burdensome, and oppressive, particularly insofar as it requests that Plaintiff identify thousands of discrete purchases made over the course of more than 12 years. Plaintiff further objects to this Interrogatory to the extent that it seeks information that is maintained by and equally available to Defendants. Plaintiff further objects to this Interrogatory on the grounds that it is a premature contention Interrogatory. Plaintiff has not completed its discovery and preparation in this matter, and its investigation of these cases is ongoing. This Response is being made after reasonable inquiry into the relevant facts, and is based only upon the information and documentation that is presently known to Plaintiff. Further investigation and discovery may result in the identification of additional information or contentions, and Plaintiff reserves the right to modify or supplement its response. Plaintiff's responses should not be construed to prejudice its right to conduct

1 further investigation in this case, or to limit its use of any additional evidence that may be
2 developed. Plaintiff further objects to this Interrogatory to the extent it calls for a conclusion on
3 an issue of law. Plaintiff further objects to this Interrogatory to the extent that it seeks
4 information that will be provided through expert discovery.

5 Subject to and without waiving any of the foregoing objections, Plaintiff responds as
6 follows: Following a reasonable and non-exhaustive search and inquiry, Plaintiff contends that it
7 is entitled to recover damages pursuant to Section 1 of the Sherman Act, 15 U.S.C. § 1 and
8 Section 4 of the Clayton Act, 15 U.S.C. § 15, for its purchases of CRT Products during the
9 period March 1, 1995, through November 25, 2007, (the "Relevant Period") from those vendors
10 identified in response to Interrogatory No. 12, and for all instances in which Plaintiff appears as a
11 customer in the data produced by Defendants or co-conspirators. Plaintiff also refers Defendants
12 to its purchase data, identified as CRT-OD-0000132 to CRT-OD-0000252 and CRT-OD-
13 0147608 to CRT-OD-0147783.

14 Discovery is ongoing and Plaintiff reserves the right to supplement and/or revise its
15 response to this interrogatory.

16 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 19:**

17 Plaintiff refers to and incorporates its General Objections as though set forth fully herein.
18 In addition, Plaintiff specifically objects to this Interrogatory because it is overly broad, unduly
19 burdensome, and oppressive, particularly insofar as it requests that Plaintiff identify thousands of
20 discrete purchases made over the course of more than 12 years. Plaintiff further objects to this
21 Interrogatory to the extent that it seeks information that is maintained by and equally available to
22 Defendants. Plaintiff further objects to this Interrogatory on the grounds that it is a premature
23 contention Interrogatory. Plaintiff has not completed its discovery and preparation in this matter,
24 and its investigation of these cases is ongoing. This Response is being made after reasonable
25 inquiry into the relevant facts, and is based only upon the information and documentation that is
26 presently known to Plaintiff. Further investigation and discovery may result in the identification
27 of additional information or contentions, and Plaintiff reserves the right to modify or supplement
28 its response. Plaintiff's responses should not be construed to prejudice its right to conduct

1 further investigation in this case, or to limit its use of any additional evidence that may be
2 developed. Plaintiff further objects to this Interrogatory to the extent it calls for a conclusion on
3 an issue of law. Plaintiff further objects to this Interrogatory to the extent that it seeks
4 information that will be provided through expert discovery.

5 Subject to and without waiving any of the foregoing objections, Plaintiff responds as
6 follows: Following a reasonable and non-exhaustive search and inquiry, Plaintiff contends that it
7 is entitled to recover damages pursuant to Section 1 of the Sherman Act, 15 U.S.C. § 1 and
8 Section 4 of the Clayton Act, 15 U.S.C. § 15, for its purchases of CRT Products during the
9 period March 1, 1995, through November 25, 2007, (the “Relevant Period”) from those vendors
10 identified in response to Interrogatory No. 12, and for all instances in which Plaintiff appears as a
11 customer in the data produced by Defendants or co-conspirators. Plaintiff also refers Defendants
12 to its purchase data, identified as CRT-OD-0000132 to CRT-OD-0000252 and CRT-OD-
13 0147608 to CRT-OD-0147783.

14 Plaintiff also notes that it owns all claims and rights under federal law and state law to
15 recover any overcharges suffered by Office Depot, Inc. and the Office Depot Subsidiaries, as that
16 term is defined in its First Amended Complaints in the following actions: *Office Depot, Inc. v.*
17 *Hitachi Ltd., et al.*, Case No. 3:11-cv-06276-SC and *Office Depot, Inc. v. Technicolor SA, et al.*,
18 Case No. 3:13-cv-05726-SC. Office Depot further notes that, as a result of its merger with
19 OfficeMax in late 2013, it owns all claims and rights under federal law and state law to recover
20 any overcharges suffered by OfficeMax Incorporated, formerly Boise Cascade Corporation, a
21 Delaware corporation; OfficeMax North America, Inc., formerly OfficeMax, Inc., an Ohio
22 corporation; OfficeMax Contract, Inc., formerly Boise Cascade Office Products Corporation, a
23 Delaware corporation; and The Reliable Corporation, a Delaware corporation (“Reliable”)
24 (collectively, the “OfficeMax Subsidiaries”). Reliable was merged into OfficeMax Contract,
25 Inc. in 2002 and OfficeMax Contract, Inc. was merged into OfficeMax Incorporated in 2007.
26 The OfficeMax Subsidiaries bring their claims only against Defendants Hitachi and Samsung
27 SDI.
28

1 Discovery is ongoing and Plaintiff reserves the right to supplement and/or revise its
2 response to this interrogatory.

3 **INTERROGATORY NO. 21:**

4 Identify each purchase of CRTs or CRT Products for which You contend You are entitled
5 to recover damages pursuant to the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat.
6 §§ 501.201 *et seq.*

7 **RESPONSE TO INTERROGATORY NO. 21:**

8 Plaintiff refers to and incorporates its General Objections as though set forth fully herein.
9 In addition, Plaintiff specifically objects to this Interrogatory because it is overly broad, unduly
10 burdensome, and oppressive, particularly insofar as it requests that Plaintiff identify thousands of
11 discrete purchases made over the course of more than 12 years, and seeks information that is
12 maintained by and equally available to Defendants. Plaintiff further objects to this Interrogatory
13 on the grounds that it is a premature contention Interrogatory. Plaintiff has not completed its
14 discovery and preparation in this matter, and its investigation of these cases is ongoing. This
15 Response is being made after reasonable inquiry into the relevant facts, and is based only upon
16 the information and documentation that is presently known to Plaintiff. Further investigation and
17 discovery may result in the identification of additional information or contentions, and Plaintiff
18 reserves the right to modify or supplement its response. Plaintiff further objects to this
19 Interrogatory to the extent it calls for a conclusion on an issue of law. Plaintiff's responses
20 should not be construed to prejudice its right to conduct further investigation in this case, or to
21 limit its use of any additional evidence that may be developed.

22 Subject to and without waiving any of the foregoing objections, Plaintiff responds as
23 follows: Following a reasonable and non-exhaustive search and inquiry, Plaintiff is entitled to
24 recover damages pursuant to Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. §§
25 501.201, *et seq.* for its purchases of CRT Products during the Relevant Period from all vendors
26 that appear in Plaintiff's purchase data contained in the documents labeled CRT-OD-0000132 to
27 CRT-OD-0000252 and CRT-OD-0147608 to CRT-OD-0147783, and for all instances in which
28 Plaintiff appears as a customer in the data produced by Defendants or co-conspirators.

1 Discovery is ongoing and Plaintiff reserves the right to supplement and/or revise its
2 response to this interrogatory.

3 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 21:**

4 Plaintiff refers to and incorporates its General Objections as though set forth fully herein.
5 In addition, Plaintiff specifically objects to this Interrogatory because it is overly broad, unduly
6 burdensome, and oppressive, particularly insofar as it requests that Plaintiff identify thousands of
7 discrete purchases made over the course of more than 12 years, and seeks information that is
8 maintained by and equally available to Defendants. Plaintiff further objects to this Interrogatory
9 on the grounds that it is a premature contention Interrogatory. Plaintiff has not completed its
10 discovery and preparation in this matter, and its investigation of these cases is ongoing. This
11 Response is being made after reasonable inquiry into the relevant facts, and is based only upon
12 the information and documentation that is presently known to Plaintiff. Further investigation and
13 discovery may result in the identification of additional information or contentions, and Plaintiff
14 reserves the right to modify or supplement its response. Plaintiff further objects to this
15 Interrogatory to the extent it calls for a conclusion on an issue of law. Plaintiff's responses
16 should not be construed to prejudice its right to conduct further investigation in this case, or to
17 limit its use of any additional evidence that may be developed.

18 Subject to and without waiving any of the foregoing objections, Plaintiff responds as
19 follows: Following a reasonable and non-exhaustive search and inquiry, Plaintiff is entitled to
20 recover damages pursuant to Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. §§
21 501.201, *et seq.* for its purchases of CRT Products during the Relevant Period from all vendors
22 that appear in Plaintiff's purchase data contained in the documents labeled CRT-OD-0000132 to
23 CRT-OD-0000252 and CRT-OD-0147608 to CRT-OD-0147783, and for all instances in which
24 Plaintiff appears as a customer in the data produced by Defendants or co-conspirators.

25 Plaintiff also notes that it owns all claims and rights under federal law and state law to
26 recover any overcharges suffered by Office Depot, Inc. and the Office Depot Subsidiaries, as that
27 term is defined in its First Amended Complaints in the following actions: *Office Depot, Inc. v.*
28 *Hitachi Ltd., et al.*, Case No. 3:11-cv-06276-SC and *Office Depot, Inc. v. Technicolor SA, et al.*,

Case No. 3:13-cv-05726-SC. Office Depot further notes that, as a result of its merger with OfficeMax in late 2013, it owns all claims and rights under federal law and state law to recover any overcharges suffered by OfficeMax Incorporated, formerly Boise Cascade Corporation, a Delaware corporation; OfficeMax North America, Inc., formerly OfficeMax, Inc., an Ohio corporation; OfficeMax Contract, Inc., formerly Boise Cascade Office Products Corporation, a Delaware corporation; and The Reliable Corporation, a Delaware corporation (“Reliable”) (collectively, the “OfficeMax Subsidiaries”). Reliable was merged into OfficeMax Contract, Inc. in 2002 and OfficeMax Contract, Inc. was merged into OfficeMax Incorporated in 2007. The OfficeMax Subsidiaries bring their claims only against Defendants Hitachi and Samsung SDI.

Discovery is ongoing and Plaintiff reserves the right to supplement and/or revise its response to this interrogatory.

INTERROGATORY NO. 23:

Identify each purchase of CRTs or CRT Products for which You contend You are entitled to recover damages pursuant to the California Cartwright Act, Cal. Bus. and Prof. Code § 16700, *et seq* and/or the California Unfair Competition Law, Cal. Bus. and Prof. Code §17200, *et. seq*.

RESPONSE TO INTERROGATORY NO. 23:

Plaintiff refers to and incorporates its General Objections as though set forth fully herein. In addition, Plaintiff specifically objects to this Interrogatory because it is overly broad, unduly burdensome, and oppressive, particularly insofar as it requests that Plaintiff identify thousands of discrete purchases made over the course of more than 12 years, and seeks information that is maintained by and equally available to Defendants. Plaintiff further objects to this Interrogatory on the grounds that it is a premature contention Interrogatory. Plaintiff has not completed its discovery and preparation in this matter, and its investigation of these cases is ongoing. This Response is being made after reasonable inquiry into the relevant facts, and is based only upon the information and documentation that is presently known to Plaintiff. Further investigation and discovery may result in the identification of additional information or contentions, and Plaintiff reserves the right to modify or supplement its response. Plaintiff further objects to this

1 Interrogatory to the extent it calls for a conclusion on an issue of law. Plaintiff's responses
2 should not be construed to prejudice its right to conduct further investigation in this case, or to
3 limit its use of any additional evidence that may be developed.

4 Subject to and without waiving any of the foregoing objections, Plaintiff responds as
5 follows: Following a reasonable and non-exhaustive search and inquiry, Plaintiff is entitled to
6 recover damages pursuant to the California Cartwright Act, Cal. Bus. and Prof. Code § 16700, *et seq*
7 and/or the California Unfair Competition Law, Cal. Bus. and Prof. Code §17200, *et. seq.* for its
8 purchases of CRT Products during the Relevant Period from all vendors that appear in Plaintiff's
9 purchase data contained in the documents labeled CRT-OD-0000132 to CRT-OD-0000252 and
10 CRT-OD-0147608 to CRT-OD-0147783, and for all instances in which Plaintiff appears as a
11 customer in the data produced by Defendants or co-conspirators.

12 Discovery is ongoing and Plaintiff reserves the right to supplement and/or revise its
13 response to this interrogatory.

14 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 23:**

15 Plaintiff refers to and incorporates its General Objections as though set forth fully herein.
16 In addition, Plaintiff specifically objects to this Interrogatory because it is overly broad, unduly
17 burdensome, and oppressive, particularly insofar as it requests that Plaintiff identify thousands of
18 discrete purchases made over the course of more than 12 years, and seeks information that is
19 maintained by and equally available to Defendants. Plaintiff further objects to this Interrogatory
20 on the grounds that it is a premature contention Interrogatory. Plaintiff has not completed its
21 discovery and preparation in this matter, and its investigation of these cases is ongoing. This
22 Response is being made after reasonable inquiry into the relevant facts, and is based only upon
23 the information and documentation that is presently known to Plaintiff. Further investigation and
24 discovery may result in the identification of additional information or contentions, and Plaintiff
25 reserves the right to modify or supplement its response. Plaintiff further objects to this
26 Interrogatory to the extent it calls for a conclusion on an issue of law. Plaintiff's responses
27 should not be construed to prejudice its right to conduct further investigation in this case, or to
28 limit its use of any additional evidence that may be developed.

1 Subject to and without waiving any of the foregoing objections, Plaintiff responds as
2 follows: Following a reasonable and non-exhaustive search and inquiry, Plaintiff is entitled to
3 recover damages pursuant to the California Cartwright Act, Cal. Bus. and Prof. Code § 16700, *et seq*
4 and/or the California Unfair Competition Law, Cal. Bus. and Prof. Code §17200, *et. seq.* for its
5 purchases of CRT Products during the Relevant Period from all vendors that appear in Plaintiff's
6 purchase data contained in the documents labeled CRT-OD-0000132 to CRT-OD-0000252 and
7 CRT-OD-0147608 to CRT-OD-0147783, and for all instances in which Plaintiff appears as a
8 customer in the data produced by Defendants or co-conspirators.

9 Plaintiff also notes that it owns all claims and rights under federal law and state law to
10 recover any overcharges suffered by Office Depot, Inc. and the Office Depot Subsidiaries, as that
11 term is defined in its First Amended Complaints in the following actions: *Office Depot, Inc. v.*
12 *Hitachi Ltd., et al.*, Case No. 3:11-cv-06276-SC and *Office Depot, Inc. v. Technicolor SA, et al.*,
13 Case No. 3:13-cv-05726-SC. Office Depot further notes that, as a result of its merger with
14 OfficeMax in late 2013, it owns all claims and rights under federal law and state law to recover
15 any overcharges suffered by OfficeMax Incorporated, formerly Boise Cascade Corporation, a
16 Delaware corporation; OfficeMax North America, Inc., formerly OfficeMax, Inc., an Ohio
17 corporation; OfficeMax Contract, Inc., formerly Boise Cascade Office Products Corporation, a
18 Delaware corporation; and The Reliable Corporation, a Delaware corporation ("Reliable")
19 (collectively, the "OfficeMax Subsidiaries"). Reliable was merged into OfficeMax Contract, Inc.
20 in 2002 and OfficeMax Contract, Inc. was merged into OfficeMax Incorporated in 2007. The
21 OfficeMax Subsidiaries bring their claims only against Defendants Hitachi and Samsung SDI.

22 Discovery is ongoing and Plaintiff reserves the right to supplement and/or revise its
23 response to this interrogatory.
24
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27
28

1 DATED: March 4, 2014

/s/ Philip J. Iovieno

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25 *Counsel for Plaintiff Office Depot, Inc.*

**EXHIBIT 18 TO LAURA K. LIN DECLARATION IN
SUPPORT OF DEFENDANTS' JOINT NOTICE OF MOTION
AND MOTION FOR PARTIAL SUMMARY JUDGMENT
AGAINST CERTAIN DIRECT ACTION PLAINTIFFS ON
DUE PROCESS GROUNDS**

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Attorneys for Plaintiff
Costco Wholesale Corporation

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

In Re CATHODE RAY TUBE (CRT)
 ANTITRUST LITIGATION

Master File No. 3:07-cv-05944-SC (N.D. Cal.)

MDL No. 1917

Individual Case No. 3:11-cv-06397-SC

This Document Relates To:

*Costco Wholesale Corp. v. Hitachi, Ltd.,
 et al.*, No 3:11-cv-06397-SC

**COSTCO WHOLESALE CORPORATION'S
 OBJECTIONS AND RESPONSES TO
 HITACHI ASIA, LTD.'S FIRST SET OF
 INTERROGATORIES**

1 PROPOUNDING PARTY: Defendant Hitachi Asia, Ltd.

2 RESPONDING PARTY: Costco Wholesale Corporation

3 SET NO.: One

4 Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure and Rule 33.1 of the
 5 Local Civil Rules of the Northern District of California, Plaintiff Costco Wholesale Corporation
 6 (“Costco”) hereby Objects and Responds to Defendant Hitachi Asia, Ltd.’s (“Defendant”) First
 7 Set of Interrogatories dated June 18, 2014 (the “Interrogatories”), including the “Instructions” and
 8 “Definitions” contained therein, as follows:

9 **RESERVATIONS OF RIGHTS**

10 In responding to these Interrogatories, Costco states that it has conducted, or will conduct,
 11 a diligent search, reasonable in scope, for information that is relevant to the Interrogatories. In
 12 the event that additional information relevant to the Interrogatories is later identified or brought to
 13 Costco’s attention, Costco reserves the right to amend, revise, supplement, modify, or clarify the
 14 following objections and responses. Costco further reserves the right to complete its investigation
 15 and discovery of the facts, and to rely at trial or in other proceedings upon additional information,
 16 regardless of whether such information is newly discovered or newly in existence.

17 Costco incorporates by reference any evidence identified by the Direct Purchaser
 18 Plaintiffs, Indirect Purchaser Plaintiffs, and the other Direct Action Plaintiffs in response to any
 19 discovery request.

20 Costco has responded to these Interrogatories as it interprets and understands them. If
 21 Defendant subsequently asserts an interpretation of any Interrogatory or response that differs
 22 from Costco’s understanding, Costco reserves the right to supplement or amend its objections or
 23 responses.

24 Costco reserves the right to object to the admission of its responses to the Interrogatories
 25 into evidence at trial, or any other proceeding.

26 //

27 //

28 //

GENERAL OBJECTIONS

The following general objections (“General Objections”) are incorporated in Costco’s responses (“Responses”) to each and every interrogatory contained in the Interrogatories. No Response to any interrogatory shall be deemed a waiver of Costco’s General Objections.

1. Costco objects to the Interrogatories to the extent that they seek to impose obligations on Costco beyond those imposed by the Federal Rules of Civil Procedure, the Local Civil Rules of the Northern District of California, or any applicable order of this Court.

2. Costco objects to the Interrogatories to the extent that they require Costco to disclose the confidential, proprietary, or commercially sensitive information of third parties that Costco is bound, contractually or otherwise, not to disclose.

3. Costco objects to the Interrogatories to the extent that they duplicate other interrogatories, in whole or in part, made by other defendants in this matter, in violation of the integration order included in section XV, subsections D and E of the Court’s “Order Re Discovery and Case Management Protocol,” entered in the MDL on April 3, 2012. Order Re Discovery and Case Management Protocol, *In re Cathode Ray Tube Antitrust Litigation*, Case No. 07-cv-05944-SC MDL No. 1917 (N.D. Cal. April 3, 2012), Docket No. 1128. Costco objects to the Interrogatories to the extent that they seek information that is already in the possession, custody, or control of Defendants.

4. Costco objects to the Interrogatories to the extent that they seek information that can equally or more readily, conveniently, and in a less burdensome fashion be obtained by Defendants from public sources.

5. Costco objects to the Interrogatories to the extent that they seek information that can equally or more readily, conveniently, and in a less burdensome fashion be obtained by Defendants from others.

6. Costco objects to the Interrogatories to the extent that they seek information not in Costco’s possession, custody, or control.

7. Costco objects to the Interrogatories to the extent that they call for information protected from disclosure by the attorney-client privilege, the attorney work-product doctrine, or any

1 other privilege, protection, or immunity applicable under the governing law. Any information
2 disclosed pursuant to the Interrogatories will be disclosed without waiving, but on the contrary
3 reserving and intending to reserve, each of these privileges, protections, or immunities. Any
4 accidental disclosure of privileged information or material shall not be deemed a waiver of the
5 applicable privilege, protection, or immunity.

6 8. Costco objects to the Interrogatories to the extent that they are unintelligible, vague,
7 ambiguous, overly broad, unduly burdensome, and oppressive.

8 9. Costco objects to the Interrogatories to the extent that they seek information not
9 relevant, material or necessary to this action and, thus, not reasonably calculated to lead to the
10 discovery of admissible evidence.

11 10. Costco objects to the Interrogatories to the extent that they are premature contention
12 interrogatories. Costco has not completed its discovery and preparation in this matter, and its
13 investigation of this case is ongoing. Costco responds after reasonable inquiry into the relevant
14 facts based only upon presently known information and documentation. Further investigation
15 and discovery, including further review of documents produced or to be produced by
16 Defendant(s), may result in the identification of additional information. Costco's responses
17 should not be construed to prejudice Costco's right to conduct further investigation in this case
18 or to limit Costco's use of any evidence that may be later developed.

19 11. Costco objects to the Interrogatories to the extent that they prematurely call for expert
20 testimony and reserves the right to supplement, clarify, revise, or correct any or all responses to
21 such requests, and to assert additional objections or privileges in accordance with the time
22 period for exchanging expert reports.

23 12. Costco objects to the Interrogatories to the extent that they call for speculation or call for
24 a conclusion on an issue of law.

25 13. Costco objects to, and expressly disclaims, any need or intent to prove any fact listed
26 herein as a prerequisite to proving its claims at trial.

14. Costco reserves its right to try its case as it determines is best at trial. This includes by not using facts or information stated herein or using facts or information in addition to those stated herein.

15. Costco reserves the right to object to and/or challenge any evidence on grounds of competency, relevance, materiality, privilege, or admissibility at trial or at any hearing or proceeding with respect to any admissions sought by the Interrogatories and all answers Costco provides in response to these Interrogatories.

16. Costco objects to the definition of “You,” “Your,” and “Yourself” as overbroad, vague, and not reasonably calculated to lead to the discovery of admissible evidence. In responding to the Interrogatories directed to “You” or “Your,” Costco will respond for the Plaintiff Costco Wholesale Corporation.

17. Costco objects to the definition of “Identify” on the grounds that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Costco also objects to this definition as improperly requiring Costco to state its case or marshal all evidence in support of its case in responses to written discovery.

18. Any production of information or documents will be subject to the Stipulated Protective Order entered in this action (MDL Dkt. No. 306).

OBJECTIONS AND RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 1 :

Separately Identify each “target price[], floor price[], price range[]” for CRTs that YOU contend was agreed to by the alleged CONSPIRATORS, as alleged in paragraph 192(b) of the COMPLAINT, by stating:

(a) The entities who YOU contend agreed to the target price, floor price or price range;

(b) The date of the agreement;

(c) The type (i.e., CDT or CPT) and model (flat, curved, ITC, bare) of CRT to which the target price, floor price or price range applied;

(d) The effective date(s) of the target price, floor price or price range;

1 (e) The customer(s) to whom the target price, floor price or price range applied;

2 (f) The geographic area to which the target price, floor price or price range applied;

3 (g) All EVIDENCE upon which YOU intend to rely to prove such target price, floor
4 price or price range (including the Bates number of each DOCUMENT and/or citation to specific
5 deposition testimony that YOU claim supports YOUR contention).

6 **RESPONSE TO INTERROGATORY NO. 1:**

7 Costco refers to and incorporates its General Objections as though set forth fully herein.
8 In addition, Costco specifically objects to this Interrogatory on the grounds that it is vague,
9 ambiguous, overly broad, unduly burdensome, and oppressive, particularly insofar as it requires
10 Costco to marshal all evidence in support of its case in responses to written discovery while
11 discovery is ongoing. Costco further objects to this Interrogatory on the grounds that it is
12 cumulative and duplicative of other discovery propounded in this case, and therefore in violation
13 of the integration order included in section XV, subsections D and E of the Court's "Order Re
14 Discovery and Case Management Protocol," entered in the MDL on April 3, 2012. Order Re
15 Discovery and Case Management Protocol, *In re Cathode Ray Tube Antitrust Litigation*, Case
16 No. 07-cv-05944-SC MDL No. 1917 (N.D. Cal. April 3, 2012), Docket No. 1128. Costco also
17 objects to this Interrogatory on the grounds that it seeks, in contravention of well-established legal
18 principles, to dismember the overall conspiracy by focusing on its separate parts, instead of
19 looking at it as a whole. *See Continental Ore Co. v. Union Carbide & Carbon Corp.*, 370 U.S.
20 690, 699 (1962); *Beltz Travel Service, Inc. v. Int'l Air Trans. Assoc.*, 620 F.2d 1360, 1366-67 (9th
21 Cir. 1980) (citing *United States v. Patten*, 226 U.S. 525, 544 (1913)).

22 Subject to and without waiving the foregoing objections, Costco states that Defendants'
23 and their co-conspirators' agreed to an overall plan or scheme that was intended to and did cause
24 CRTs, including CDTs and CPTs, to be sold to all customers at supra-competitive prices.
25 Defendants' and their co-conspirators' anticompetitive agreement sometimes involved target
26 prices, floor prices, or price ranges. As detailed in the expert report of Dr. James McClave dated
27 April 15, 2014, and the accompanying materials, Defendants and their co-conspirators succeeded
28

1 in imposing anticompetitive overcharges on CRTs, including CDTs and CPTs, from Q2 1995
2 through Q1 2006.

3 Evidence establishing Defendants' and their co-conspirators' illegal price fixing
4 agreement includes the following:

- 5 • The evidence identified in Costco's prior written discovery responses, including but
6 not limited to its First Supplemental Response to Hitachi America, Ltd. and Samsung
7 SDI Co., Ltd.'s First Set of Interrogatories, No. 2;
- 8 • The expert report of Dr. Kenneth Elzinga dated April 15, 2014, and accompanying
9 materials;
- 10 • Philips' Supplemental and Second Supplemental Responses to Direct Purchaser
11 Plaintiffs' First Set of Interrogatories, Nos. 4 and 5;
- 12 • Hitachi Displays, Ltd.'s Supplemental Response to Direct Purchaser Plaintiffs' First
13 Set of Interrogatories, No. 5;
- 14 • Hitachi Electronic Devices (USA), Inc.'s Supplemental and Second Supplemental
15 Response to Direct Purchaser Plaintiffs' First Set of Interrogatories, No. 5;
- 16 • LG Electronics, Inc.'s Supplemental and Second Supplemental Responses to Direct
17 Purchaser Plaintiffs' First Set of Interrogatories, Nos. 4 and 5;
- 18 • Toshiba Corporation's Supplemental Objections and Responses to Direct Purchaser
19 Plaintiffs' First Set of Interrogatories, Nos. 4 and 5;
- 20 • Toshiba America Electronic Components, Inc.'s Supplemental Objections and
21 Responses to Direct Purchaser Plaintiffs' First Set of Interrogatories, Nos. 4 and 5;
- 22 • Samsung SDI Defendants' Second Supplemental Responses to Direct Purchaser
23 Plaintiffs' First Set of Interrogatories, Nos. 4 and 5;
- 24 • Samsung SDI Co., Ltd.'s Responses to Dell Plaintiffs' First Set of Interrogatories;
- 25 • Samsung SDI Co., Ltd.'s Responses to Dell Plaintiffs' First Set of Requests for
26 Admission;
- 27 • Samsung SDI Defendants' Responses to Direct Action Plaintiffs' First Set of
28 Interrogatories;

- Exhibit A to Costco's Objections and Responses to Hitachi Asia, Ltd.'s First Set of Interrogatories, dated July 21, 2014, submitted herewith.

Costco further responds that the burden of ascertaining the answer to this Interrogatory by examining the aforementioned records will be substantially the same for either party. Fed. R. Civ. P. 33(d). Discovery is ongoing and Costco reserves the right to supplement its response.

INTERROGATORY NO. 2:

Separately Identify each meeting or competitor communication which YOU contend resulted in an agreement to fix "target price[], floor price[], price range[]" for CRTs, as alleged in paragraph 192(b) of the COMPLAINT.

RESPONSE TO INTERROGATORY NO. 2:

Costco refers to and incorporates its General Objections as though set forth fully herein. In addition, Costco specifically objects to this Interrogatory on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and oppressive, particularly insofar as it requires Costco to marshal all evidence in support of its case in responses to written discovery while discovery is ongoing. Costco further objects to this Interrogatory on the grounds that it is cumulative and duplicative of other discovery propounded in this case, and therefore in violation of the integration order included in section XV, subsections D and E of the Court's "Order Re Discovery and Case Management Protocol," entered in the MDL on April 3, 2012. Order Re Discovery and Case Management Protocol, *In re Cathode Ray Tube Antitrust Litigation*, Case No. 07-cv-05944-SC MDL No. 1917 (N.D. Cal. April 3, 2012), Docket No. 1128. Costco also objects to this Interrogatory on the grounds that it seeks, in contravention of well-established legal principles, to dismember the overall conspiracy by focusing on its separate parts, instead of looking at it as a whole. *See Continental Ore Co. v. Union Carbide & Carbon Corp.*, 370 U.S. 690, 699 (1962); *Beltz Travel Service, Inc. v. Int'l Air Trans. Assoc.*, 620 F.2d 1360, 1366-67 (9th Cir. 1980) (citing *United States v. Patten*, 226 U.S. 525, 544 (1913)).

Subject to and without waiving the foregoing objections, Costco refers Defendants to its Response to Interrogatory No. 1.

INTERROGATORY NO. 3:

Separately for each meeting or competitor communication that YOU Identified in response to Interrogatory No. 2, Identify all EVIDENCE upon which YOU intend to rely to prove that such a meeting or competitor communication resulted in an agreement to fix target price, floor price and price range for CRTs, including:

(a) Each DOCUMENT that YOU contend suggests that an agreement to fix target price, floor price and price range for CRTs was reached;

(b) All persons with knowledge suggesting that an agreement to fix target price, floor price and price range for CRTs was reached;

(c) The date of each meeting or competitor communication which YOU contend resulted in an agreement to fix target price, floor price and price range for CRTs;

(d) The location of each alleged meeting, if applicable;

(e) The names of each specific corporate entity that YOU contend directly participated in each meeting or competitor communication; and

(f) The names of the individuals that YOU contend participated in each meeting or competitor communication.

RESPONSE TO INTERROGATORY NO. 3:

Costco refers to and incorporates its General Objections as though set forth fully herein. In addition, Costco specifically objects to this Interrogatory on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and oppressive, particularly insofar as it requires Costco to marshal all evidence in support of its case in responses to written discovery while discovery is ongoing. Costco further objects to this Interrogatory on the grounds that it is cumulative and duplicative of other discovery propounded in this case, and therefore in violation of the integration order included in section XV, subsections D and E of the Court's "Order Re Discovery and Case Management Protocol," entered in the MDL on April 3, 2012. Order Re Discovery and Case Management Protocol, *In re Cathode Ray Tube Antitrust Litigation*, Case No. 07-cv-05944-SC MDL No. 1917 (N.D. Cal. April 3, 2012), Docket No. 1128. Costco also objects to this Interrogatory on the grounds that it seeks, in contravention of well-established legal

principles, to dismember the overall conspiracy by focusing on its separate parts, instead of looking at it as a whole. *See Continental Ore Co. v. Union Carbide & Carbon Corp.*, 370 U.S. 690, 699 (1962); *Beltz Travel Service, Inc. v. Int'l Air Trans. Assoc.*, 620 F.2d 1360, 1366-67 (9th Cir. 1980) (citing *United States v. Patten*, 226 U.S. 525, 544 (1913)).

Subject to and without waiving the foregoing objections, Costco refers Defendants to its Response to Interrogatory No. 1.

INTERROGATORY NO. 4:

Separately Identify each meeting or competitor communication which YOU contend resulted in an agreement to maintain or lower production capacity for CRTs, as alleged in paragraph 192(g) of the COMPLAINT.

RESPONSE TO INTERROGATORY NO. 4:

Costco refers to and incorporates its General Objections as though set forth fully herein. In addition, Costco specifically objects to this Interrogatory on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and oppressive, particularly insofar as it requires Costco to marshal all evidence in support of its case in responses to written discovery while discovery is ongoing. Costco further objects to this Interrogatory on the grounds that it is cumulative and duplicative of other discovery propounded in this case, and therefore in violation of the integration order included in section XV, subsections D and E of the Court's "Order Re Discovery and Case Management Protocol," entered in the MDL on April 3, 2012. Order Re Discovery and Case Management Protocol, *In re Cathode Ray Tube Antitrust Litigation*, Case No. 07-cv-05944-SC MDL No. 1917 (N.D. Cal. April 3, 2012), Docket No. 1128. Costco also objects to this Interrogatory on the grounds that it seeks, in contravention of well-established legal principles, to dismember the overall conspiracy by focusing on its separate parts, instead of looking at it as a whole. *See Continental Ore Co. v. Union Carbide & Carbon Corp.*, 370 U.S. 690, 699 (1962); *Beltz Travel Service, Inc. v. Int'l Air Trans. Assoc.*, 620 F.2d 1360, 1366-67 (9th Cir. 1980) (citing *United States v. Patten*, 226 U.S. 525, 544 (1913)).

Subject to and without waiving the foregoing objections, Costco refers Defendants to its Response to Interrogatory No. 1.

INTERROGATORY NO. 5:

Separately for each meeting or competitor communication that YOU Identified in response to Interrogatory No. 4, Identify all EVIDENCE upon which YOU intend to rely to prove that such a meeting or competitor communication resulted in an agreement to maintain or lower production capacity for CRTs, including:

(a) Each DOCUMENT that YOU contend suggests that an agreement to maintain or lower production capacity for CRTs was reached;

(b) All persons with knowledge suggesting that an agreement to maintain or lower production capacity for CRTs was reached;

(c) The date of each meeting or competitor communication which YOU contend resulted in an agreement to maintain or lower production capacity for CRTs;

(d) The location of each alleged meeting, if applicable;

(e) The names of each specific corporate entity that YOU contend directly participated in each meeting or competitor communication; and

(f) The names of the individuals that YOU contend participated in each meeting or competitor communication.

RESPONSE TO INTERROGATORY NO. 5:

Costco refers to and incorporates its General Objections as though set forth fully herein. In addition, Costco specifically objects to this Interrogatory on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and oppressive, particularly insofar as it requires Costco to marshal all evidence in support of its case in responses to written discovery while discovery is ongoing. Costco further objects to this Interrogatory on the grounds that it is cumulative and duplicative of other discovery propounded in this case, and therefore in violation of the integration order included in section XV, subsections D and E of the Court's "Order Re Discovery and Case Management Protocol," entered in the MDL on April 3, 2012. Order Re Discovery and Case Management Protocol, *In re Cathode Ray Tube Antitrust Litigation*, Case No. 07-cv-05944-SC MDL No. 1917 (N.D. Cal. April 3, 2012), Docket No. 1128. Costco also objects to this Interrogatory on the grounds that it seeks, in contravention of well-established legal

principles, to dismember the overall conspiracy by focusing on its separate parts, instead of looking at it as a whole. *See Continental Ore Co. v. Union Carbide & Carbon Corp.*, 370 U.S. 690, 699 (1962); *Beltz Travel Service, Inc. v. Int'l Air Trans. Assoc.*, 620 F.2d 1360, 1366-67 (9th Cir. 1980) (citing *United States v. Patten*, 226 U.S. 525, 544 (1913)).

Subject to and without waiving the foregoing objections, Costco refers Defendants to its Response to Interrogatory No. 1.

DATED: July 21, 2014

PERKINS COIE LLP

By: /s/ David J. Burman

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**EXHIBIT 19 TO LAURA K. LIN DECLARATION IN
SUPPORT OF DEFENDANTS' JOINT NOTICE OF MOTION
AND MOTION FOR PARTIAL SUMMARY JUDGMENT
AGAINST CERTAIN DIRECT ACTION PLAINTIFFS ON
DUE PROCESS GROUNDS**

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

This Document Relates To Individual
Case No. 11-cv-06396

Case No. 11-cv-06396

Master File No. 07-5944 SC

MDL No. 1917

COMPUCOM SYSTEMS, INC.,

Plaintiff,

vs.

HITACHI, LTD., *et al.*,

Defendants.

**COMPUCOM SYSTEMS, INC.'S
OBJECTIONS AND RESPONSES TO LG
ELECTRONICS U.S.A., INC. AND
PANASONIC CORPORATION'S SECOND
SET OF INTERROGATORIES**

1 **PROPOUNDING PARTIES:**

LG Electronics, U.S.A., Inc. and Panasonic Corporation

2 **RESPONDING PARTY:**

CompuCom Systems, Inc.

3 **SET:**

Two

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure and Rule 33.1 of the Local Civil Rules of the Northern District of California, Plaintiff CompuCom Systems, Inc. (“Plaintiff”) hereby provides its responses to Defendants LG Electronics, U.S.A. Inc.’s and Panasonic Corporation’s (“Defendants”) Second Set of Interrogatories to Plaintiff, dated June 19, 2014 (the “Interrogatories”) as follows:

GENERAL OBJECTIONS

The following general objections (“General Objections”) are incorporated in Plaintiff’s Responses (“Responses”) to each and every interrogatory contained in the Interrogatories. No Response to any Interrogatory shall be deemed a waiver of Plaintiff’s General Objections.

1. Plaintiff objects to these Interrogatories to the extent that they seek to impose obligations on Plaintiff beyond those imposed by the Federal Rules of Civil Procedure, the Local Civil Rules of the Northern District of California, or any applicable order of this Court.

2. Plaintiff objects to the Interrogatories to the extent that they duplicate other interrogatories, in whole or in part, made by other Defendants in this matter, in violation of the integration order included in section XV, subsections D and E of the Court’s “Order Re Discovery and Case Management Protocol,” entered in the MDL on April 3, 2012. Order Re Discovery and Case Management Protocol, *In re Cathode Ray Tube Antitrust Litigation*, Case No. 07-cv-05944-SC MDL No. 1917 (N.D. Cal. April 3, 2012), Docket No. 1128.

3. Plaintiff objects to the Interrogatories to the extent that they seek information that is already in the possession, custody, or control of Defendants.

4. Plaintiff objects to the Interrogatories to the extent that they seek information that can equally or more readily, conveniently, and in a less burdensome fashion be obtained by Defendants from public sources.

5. Plaintiff objects to the Interrogatories to the extent that they seek information that can equally or more readily, conveniently, and in a less burdensome fashion be obtained by Defendants from others.

6. Plaintiff objects to the Interrogatories to the extent that they seek information not in Plaintiff’s possession, custody, or control.

1 7. Plaintiff objects to the Interrogatories to the extent that they call for information
2 protected from disclosure by the attorney-client privilege, the attorney work product doctrine, or
3 any other privilege, protection, or immunity applicable under the governing law. Any
4 information disclosed pursuant to the Interrogatories will be disclosed without waiving, but on
5 the contrary reserving and intending to reserve, each of these privileges, protections, or
6 immunities. Any accidental disclosure of privileged information or material shall not be deemed
7 a waiver of the applicable privilege, protection, or immunity.

8 8. Plaintiff objects to the Interrogatories to the extent that they are unintelligible,
9 vague, ambiguous, overly broad, unduly burdensome, and oppressive.

10 9. Plaintiff objects to the Interrogatories to the extent that they seek information not
11 relevant, material or necessary to this action and, thus, not reasonably calculated to lead to the
12 discovery of admissible evidence.

13 10. Plaintiff objects to the Interrogatories to the extent that they are premature
14 contention interrogatories. Plaintiff has not completed its discovery and preparation in this
15 matter, and its investigation of this case is ongoing.

16 11. Plaintiff objects to the Interrogatories to the extent that they prematurely call for
17 expert testimony and states that Plaintiff will provide expert disclosures as provided by the
18 Federal Rules of Civil Procedure.

19 12. Plaintiff objects to the Interrogatories to the extent that they call for speculation or
20 call for a conclusion on an issue of law.

21 13. Plaintiff objects to, and expressly disclaims, any need or intent to prove any fact
22 listed herein as a prerequisite to proving its claims at trial.

23 14. Plaintiff reserves its right to try its case as it determines is best at trial. This
24 includes by not using facts or information stated herein or using facts or information in addition
25 to those stated herein.

26 15. Plaintiff reserves its right to object to and/or challenge any evidence on grounds
27 of competency, relevance, materiality, privilege, or admissibility at trial or at any hearing or
28

proceeding with respect to any admissions sought by the Interrogatories and all answers Plaintiff provides in response to these Interrogatories.

OBJECTIONS AND RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 10:

Separately Identify each “target price, floor price and price range” for CRTs that you contend was agreed to by the alleged conspirators, as alleged in paragraph 231(b) of the Complaint, by stating:

- (a) The entities who you contend agreed to the target price, floor price or price range;
- (b) The date of the agreement;
- (c) The type (i.e., CDT or CPT) and model (flat, curved, ITC, bare) of CRT to which the target price, floor price or price range applied;
- (d) The effective date(s) of the target price, floor price or price range;
- (e) The customer(s) to whom the target price, floor price or price range applied;
- (f) The geographic area to which the target price, floor price or price range applied;
- (g) All evidence upon which You intend to rely to prove such target price, floor price or price range (including the Bates number of each Document and/or citation to specific deposition testimony that You claim supports Your contention).

RESPONSE TO INTERROGATORY NO. 10:

Plaintiff refers to and incorporates its General Objections as though set forth fully herein. Plaintiff further objects to this Interrogatory because it is overly broad, unduly burdensome, and oppressive. Plaintiff further objects to this interrogatory as seeking information that is maintained by and equally available to Defendants and/or stated in publicly available documents. Plaintiff further objects to this Interrogatory on the ground that it seeks, in contravention to well-established legal principles, to dismember the overall conspiracy to focus on its separate parts, instead of looking at it as a whole. *See Continental Ore Co. v. Union Carbide & Carbon Corp.*, 370 U.S. 690, 699 (1962); *Beltz Travel Service, Inc. v. Int’l Air Trans. Assoc.*, 620 F.2d 1360, 1366-67 (9th Cir. 1980) (citing *United States v. Patten*, 226 U.S. 525, 544 (1913)). All conspirators are jointly liable for the acts of their co-conspirators and the action of any of the

1 conspirators in furtherance of the conspiracy is, in law, the action of all. *Id.* Plaintiff further
2 objects to this Interrogatory to the extent that it duplicates other interrogatories, in whole or in
3 part, made by other Defendants in this matter, in violation of the integration order included in
4 section XV, subsections D and E of the Court's "Order Re Discovery and Case Management
5 Protocol," entered in the MDL on April 3, 2012. Order Re Discovery and Case Management
6 Protocol, *In re Cathode Ray Tube Antitrust Litigation*, Case No. 07-cv-05944-SC MDL No. 1917
7 (N.D. Cal. April 3, 2012), Docket No. 1128.

8 Subject to and notwithstanding the foregoing objections, Plaintiff states that all of
9 Defendants' and their co-conspirators' anticompetitive agreements regarding the prices of CRTs
10 involved target prices, floor prices or price ranges. Defendants and their co-conspirators
11 intended to and did unlawfully fix the market prices of CRTs, including CDTs and CPTs, and
12 intended to and did apply these fixed prices to their customers. Defendants and their co-
13 conspirators were successful in imposing anticompetitive overcharges from Q2 1995 through Q1
14 2006, as detailed in the expert report of Dr. James McClave dated April 15, 2014 and
15 accompanying materials.

16 Evidence supporting defendants' and their co-conspirators' price fixing includes
17 documents produced by all parties and the testimony of witnesses, whether by deposition or
18 otherwise, in this case. Plaintiff has not yet decided which of this evidence it intends to rely on
19 to prove its case, nor is it obligated at this time to do so. At this time, Plaintiff refers to the
20 following:

- 21 • The documents produced in this litigation listed by Dell, Inc. in its response to
22 Interrogatory No. 2 of its Responses to Defendants Samsung SDI America, Inc. and LG
23 Electronics, USA, Inc.'s First Set of Interrogatories dated January 13, 2014.
- 24 • Expert report of Dr. Kenneth G. Elzinga dated April 15, 2014 and accompanying
25 materials.
- 26 • Philips' Supplemental and Second Supplemental Responses to Direct Purchaser
27 Plaintiffs' First Set of Interrogatories, Nos. 4 and 5.

- 1 • Hitachi Displays, Ltd.'s Supplemental Response to Direct Purchaser Plaintiffs' First Set
- 2 of Interrogatories, No. 5.
- 3 • Hitachi Electronic Devices (USA), Inc.'s Supplemental and Second Supplemental
- 4 Response to Direct Purchaser Plaintiffs' First Set of Interrogatories, No. 5.
- 5 • LG Electronics, Inc.'s Supplemental and Second Supplemental Responses to Direct
- 6 Purchaser Plaintiffs' First Set of Interrogatories, Nos. 4 and 5.
- 7 • Toshiba Corporation's Supplemental Objections and Responses to Interrogatory Nos. 4
- 8 and 5 of Direct Purchaser Plaintiffs' First Set of Interrogatories.
- 9 • Toshiba America Electronic Components, Inc.'s Supplemental Objections and Responses
- 10 to Interrogatory Nos. 4 and 5 of Direct Purchaser Plaintiffs' First Set of Interrogatories.
- 11 • Samsung SDI Defendants' Second Supplemental Responses to Direct Purchaser
- 12 Plaintiffs' First Set of Interrogatories Nos. 4 and 5.
- 13 • Samsung SDI Co., Ltd.'s Responses to Dell Plaintiffs' First Set of Interrogatories, dated
- 14 Nov. 25, 2013.
- 15 • Samsung SDI Co., Ltd.'s Responses to Dell Plaintiffs' First Set of Requests for
- 16 Admission, dated Nov. 25, 2013.
- 17 • Samsung SDI Defendants' Responses to Direct Action Plaintiffs' First Set of
- 18 Interrogatories dated, May 12, 2010.
- 19 • Exhibit A to interrogatory responses submitted by the Dell Plaintiffs on July 14, 2014,
- 20 including all revisions and supplementations thereto.

21 Discovery is ongoing and Plaintiff reserves the right to supplement and/or amend its
 22 response to this Interrogatory.

23 **INTERROGATORY NO. 11:**

24 Separately Identify each meeting or competitor communication which you contend
 25 resulted in an agreement to fix "target prices, floor prices and prices ranges" for CRTs, as alleged
 26 in paragraph 231(b) of the Complaint.

RESPONSE TO INTERROGATORY NO. 11:

Plaintiff refers to and incorporates its General Objections as though set forth fully herein. Plaintiff further objects to this Interrogatory because it is overly broad, unduly burdensome, and oppressive. Plaintiff further objects to this interrogatory as seeking information that is maintained by and equally available to Defendants and/or stated in publicly available documents. Plaintiff further objects to this Interrogatory on the ground that it seeks, in contravention to well-established legal principles, to dismember the overall conspiracy to focus on its separate parts, instead of looking at it as a whole. *See Continental Ore Co. v. Union Carbide & Carbon Corp.*, 370 U.S. 690, 699 (1962); *Beltz Travel Service, Inc. v. Int'l Air Trans. Assoc.*, 620 F.2d 1360, 1366-67 (9th Cir. 1980) (citing *United States v. Patten*, 226 U.S. 525, 544 (1913)). All conspirators are jointly liable for the acts of their co-conspirators and the action of any of the conspirators in furtherance of the conspiracy is, in law, the action of all. *Id.* Plaintiff further objects to this Interrogatory to the extent that it duplicates other interrogatories, in whole or in part, made by other Defendants in this matter, in violation of the integration order included in section XV, subsections D and E of the Court's "Order Re Discovery and Case Management Protocol," entered in the MDL on April 3, 2012. Order Re Discovery and Case Management Protocol, *In re Cathode Ray Tube Antitrust Litigation*, Case No. 07-cv-05944-SC MDL No. 1917 (N.D. Cal. April 3, 2012), Docket No. 1128.

Subject to and notwithstanding the foregoing objections, Plaintiff refers to and incorporates its response to Interrogatory No. 10 as though set forth fully herein.

INTERROGATORY NO. 12:

Separately for each meeting or competitor communication that You Identified in response to Interrogatory No. 11, Identify all evidence upon which You intend to rely to prove that such a meeting or competitor communication resulted in an agreement to fix target prices, floor prices and prices ranges for CRTs, including:

(a) Each Document that You contend suggests that an agreement to fix target prices, floor prices and prices ranges for CRTs was reached;

(b) All Persons with knowledge suggesting that an agreement to fix target prices, floor prices and prices ranges for CRTs was reached;

(c) The date of each meeting or competitor communication which You contend resulted in an agreement to fix target prices, floor prices and prices ranges for CRTs;

(d) The location of each alleged meeting, if applicable;

(e) The names of each specific corporate entity that You contend directly participated in each meeting or competitor communication; and

(f) The names of the individuals that You contend participated in each meeting or competitor communication.

RESPONSE TO INTERROGATORY NO. 12:

Plaintiff refers to and incorporates its General Objections as though set forth fully herein. Plaintiff further objects to this Interrogatory because it is overly broad, unduly burdensome, and oppressive. Plaintiff further objects to this interrogatory as seeking information that is maintained by and equally available to Defendants and/or stated in publicly available documents. Plaintiff further objects to this Interrogatory on the ground that it seeks, in contravention to well-established legal principles, to dismember the overall conspiracy to focus on its separate parts, instead of looking at it as a whole. *See Continental Ore Co. v. Union Carbide & Carbon Corp.*, 370 U.S. 690, 699 (1962); *Beltz Travel Service, Inc. v. Int'l Air Trans. Assoc.*, 620 F.2d 1360, 1366-67 (9th Cir. 1980) (citing *United States v. Patten*, 226 U.S. 525, 544 (1913)). All conspirators are jointly liable for the acts of their co-conspirators and the action of any of the conspirators in furtherance of the conspiracy is, in law, the action of all. *Id.* Plaintiff further objects to this Interrogatory to the extent that it duplicates other interrogatories, in whole or in part, made by other Defendants in this matter, in violation of the integration order included in section XV, subsections D and E of the Court's "Order Re Discovery and Case Management Protocol," entered in the MDL on April 3, 2012. Order Re Discovery and Case Management Protocol, *In re Cathode Ray Tube Antitrust Litigation*, Case No. 07-cv-05944-SC MDL No. 1917 (N.D. Cal. April 3, 2012), Docket No. 1128.

1 Subject to and notwithstanding the foregoing objections, Plaintiff refers to and
2 incorporates its response to Interrogatory No. 10 as though set forth fully herein.

3 **INTERROGATORY NO. 13:**

4 Separately Identify each meeting or competitor communication which you contend
5 resulted in an agreement to maintain or lower production capacity for CRTs, as alleged in
6 paragraph 231(g) of the Complaint.

7 **RESPONSE TO INTERROGATORY NO. 13:**

8 Plaintiff refers to and incorporates its General Objections as though set forth fully herein.
9 Plaintiff further objects to this Interrogatory because it is overly broad, unduly burdensome, and
10 oppressive. Plaintiff further objects to this interrogatory as seeking information that is
11 maintained by and equally available to Defendants and/or stated in publicly available documents.
12 Plaintiff further objects to this interrogatory on the ground that evidence supporting defendants'
13 and their co-conspirators' agreements to maintain or lower production of CRTs includes
14 documents produced by all parties and the testimony of witnesses, whether by deposition or
15 otherwise, in this case. Plaintiff further objects to this Interrogatory on the ground that it seeks,
16 in contravention to well-established legal principles, to dismember the overall conspiracy to
17 focus on its separate parts, instead of looking at it as a whole. *See Continental Ore Co. v. Union*
18 *Carbide & Carbon Corp.*, 370 U.S. 690, 699 (1962); *Beltz Travel Service, Inc. v. Int'l Air Trans.*
19 *Assoc.*, 620 F.2d 1360, 1366-67 (9th Cir. 1980) (citing *United States v. Patten*, 226 U.S. 525, 544
20 (1913)). All conspirators are jointly liable for the acts of their co-conspirators and the action of
21 any of the conspirators in furtherance of the conspiracy is, in law, the action of all. *Id.* Plaintiff
22 further objects to this Interrogatory to the extent that it duplicates other interrogatories, in whole
23 or in part, made by other Defendants in this matter, in violation of the integration order included
24 in section XV, subsections D and E of the Court's "Order Re Discovery and Case Management
25 Protocol," entered in the MDL on April 3, 2012. Order Re Discovery and Case Management
26 Protocol, *In re Cathode Ray Tube Antitrust Litigation*, Case No. 07-cv-05944-SC MDL No. 1917
27 (N.D. Cal. April 3, 2012), Docket No. 1128.

1 Subject to and notwithstanding the foregoing objections, Plaintiff refers to and
2 incorporates its response to Interrogatory No. 10 as though set forth fully herein.

3 Discovery is ongoing and Plaintiff reserves the right to supplement and/or amend its
4 response to this Interrogatory.

5 **INTERROGATORY NO. 14:**

6 Separately for each meeting or competitor communication that You Identified in response
7 to Interrogatory No. 13, Identify all evidence upon which You intend to rely to prove that such a
8 meeting or competitor communication resulted in an agreement to maintain or lower production
9 capacity for CRTs, including:

10 (a) Each Document that You contend suggests that an agreement to maintain or lower
11 production capacity for CRTs was reached;

12 (b) All Persons with knowledge suggesting that an agreement to maintain or lower
13 production capacity for CRTs was reached;

14 (c) The date of each meeting or competitor communication which You contend resulted
15 in an agreement to maintain or lower production capacity for CRTs;

16 (d) The location of each alleged meeting, if applicable;

17 (e) The names of each specific corporate entity that You contend directly participated in
18 each meeting or competitor communication; and

19 (f) The names of the individuals that You contend participated in each meeting or
20 competitor communication.

21 **RESPONSE TO INTERROGATORY NO. 14:**

22 Plaintiff refers to and incorporates its General Objections as though set forth fully herein.
23 Plaintiff further objects to this Interrogatory because it is overly broad, unduly burdensome, and
24 oppressive. Plaintiff further objects to this interrogatory as seeking information that is
25 maintained by and equally available to Defendants and/or stated in publicly available documents.
26 Plaintiff further objects to this interrogatory on the ground that evidence supporting defendants'
27 and their co-conspirators' agreements to maintain or lower production of CRTs includes
28 documents produced by all parties and the testimony of witnesses, whether by deposition or

otherwise, in this case. Plaintiff further objects to this Interrogatory on the ground that it seeks, in contravention to well-established legal principles, to dismember the overall conspiracy to focus on its separate parts, instead of looking at it as a whole. *See Continental Ore Co. v. Union Carbide & Carbon Corp.*, 370 U.S. 690, 699 (1962); *Beltz Travel Service, Inc. v. Int'l Air Trans. Assoc.*, 620 F.2d 1360, 1366-67 (9th Cir. 1980) (citing *United States v. Patten*, 226 U.S. 525, 544 (1913)). All conspirators are jointly liable for the acts of their co-conspirators and the action of any of the conspirators in furtherance of the conspiracy is, in law, the action of all. *Id.* Plaintiff further objects to this Interrogatory to the extent that it duplicates other interrogatories, in whole or in part, made by other Defendants in this matter, in violation of the integration order included in section XV, subsections D and E of the Court's "Order Re Discovery and Case Management Protocol," entered in the MDL on April 3, 2012. Order Re Discovery and Case Management Protocol, *In re Cathode Ray Tube Antitrust Litigation*, Case No. 07-cv-05944-SC MDL No. 1917 (N.D. Cal. April 3, 2012), Docket No. 1128.

Subject to and notwithstanding the foregoing objections, Plaintiff refers to and incorporates its response to Interrogatory No. 13 as though set forth fully herein.

INTERROGATORY NO. 15:

Separately Identify each entity that You contend participated in the conspiracy that You allege in the Complaint. If any such entity comprises individual members, Identify each individual member that You contend participated in the conspiracy that You allege in the Complaint.

RESPONSE TO INTERROGATORY NO. 15:

Plaintiff refers to and incorporates its General Objections as though set forth fully herein. Plaintiff further objects to this Interrogatory because it is overly broad, unduly burdensome, and oppressive. Plaintiff further objects to this interrogatory as seeking information that is maintained by and equally available to Defendants and/or stated in publicly available documents. Plaintiff further objects to this interrogatory on the ground that evidence supporting defendants' and their co-conspirators' agreements to maintain or lower production of CRTs includes documents produced by all parties and the testimony of witnesses, whether by deposition or

1 otherwise, in this case. Plaintiff further objects to this Interrogatory on the grounds that it is a
 2 premature contention Interrogatory. Plaintiff has not completed its discovery and preparation in
 3 this matter, and its investigation of these cases is ongoing. Plaintiff further objects to this
 4 Interrogatory to the extent it calls for a conclusion on an issue of law.

5 Subject to and notwithstanding the foregoing objections, Plaintiff responds that the
 6 following entities participated in the conspiracy alleged in the Complaint:

- 7 • Hitachi, Ltd.; Hitachi Displays, Ltd.; Hitachi America, Ltd.; Hitachi Electronic
 8 Devices (USA), Inc.; Shenzhen SEG Hitachi Color Display Devices, Ltd.; Irico
 9 Group Corporation; Irico Group Electronics Co., Ltd.; Irico Display Devices Co.,
 10 Ltd.; LG Electronics, Inc.; LG Electronics USA, Inc.; Mitsubishi Electric
 11 Corporation; Mitsubishi Electric & Electronics USA, Inc.; Mitsubishi Digital
 12 Electronics America, Inc.; LP Displays International, Ltd.; Koninklijke Philips
 13 Electronics N.V.; Philips Electronics North America Corporation; Philips
 14 Electronics Industries (Taiwan), Ltd.; Philips da Amazonia Industria Electronica
 15 Ltda.; Samsung SDI Co.; Samsung SDI America, Inc.; Samsung SDI Mexico S.A.
 16 de C.V.; Samsung SDI (Malaysia) Sdn Bhd.; Samsung SDI Brasil Ltda.;
 17 Shenzhen Samsung SDI Co. Ltd.; Tianjin Samsung SDI Co., Ltd.; Samtel Color
 18 Ltd.; Thai CRT Co., Ltd.; Technicolor SA (f/k/a Thomson SA); Technicolor
 19 USA, Inc. (f/k/a Thomson Consumer Electronics, Inc.); Toshiba Corporation;
 20 Toshiba America Consumer Products LLC; Toshiba America Electronic
 21 Components, Inc.; Toshiba America Information Systems, Inc.; Chunghwa
 22 Picture Tubes, Ltd.; Chunghwa Picture Tubes (Malaysia) Sdn. Bhd.; Orion
 23 Electronic Co.; Daewoo Electronics Co., Ltd.; Daewoo-Orion Societe Anonyme;
 24 P.T. Tosummit Electronic Devices Indonesia; Toshiba Display Devices
 25 (Thailand) Co., Ltd.; Technologies Displays America, LLC; and Videocon
 26 Industries, Ltd.; and
- 27 • All entities analyzed as conspirators in the Expert Report of Alan S. Frankel,
 28 Ph.D. Concerning CompuCom Systems Inc. (dated April 15, 2014), and

- All entities identified as conspirators in Plaintiff's First Amended Complaint in this action.

Plaintiff reserves the right to supplement and/or amend its response to this Interrogatory as appropriate.

INTERROGATORY NO. 16:

Separately for each entity that You contend participated in the alleged conspiracy in response to Interrogatory No. 15, Identify all evidence upon which You intend to rely to prove such participation, including:

- (a) Each Document that You contend suggests that entity was a Co-Conspirator;
- (b) All persons with knowledge suggesting that entity was a Co-Conspirator;
- (c) The date of each meeting or competitor communication in which You contend the entity participated;
- (d) The location of each alleged meeting, if applicable;
- (e) The names of each specific corporate entity that directly participated in each meeting or competitor communication;
- (f) The names of the individuals that You allege participated in each meeting or competitor communication; and
- (g) The names of any other individual that has knowledge concerning the meeting or competitor communication.

RESPONSE TO INTERROGATORY NO. 16:

Plaintiff refers to and incorporates its General Objections as though set forth fully herein. Plaintiff further objects to this Interrogatory because it is overly broad, unduly burdensome, and oppressive. Plaintiff further objects to this interrogatory as seeking information that is maintained by and equally available to Defendants and/or stated in publicly available documents. Plaintiff further objects to this Interrogatory on the ground that it seeks, in contravention to well-established legal principles, to dismember the overall conspiracy to focus on its separate parts, instead of looking at it as a whole. *See Continental Ore Co. v. Union Carbide & Carbon Corp.*, 370 U.S. 690, 699 (1962); *Beltz Travel Service, Inc. v. Int'l Air Trans. Assoc.*, 620 F.2d 1360,

1 1366-67 (9th Cir. 1980) (citing *United States v. Patten*, 226 U.S. 525, 544 (1913)). All
 2 conspirators are jointly liable for the acts of their co-conspirators and the action of any of the
 3 conspirators in furtherance of the conspiracy is, in law, the action of all. *Id.* Plaintiff further
 4 objects to this Interrogatory to the extent that it duplicates other interrogatories, in whole or in
 5 part, made by other Defendants in this matter, in violation of the integration order included in
 6 section XV, subsections D and E of the Court's "Order Re Discovery and Case Management
 7 Protocol," entered in the MDL on April 3, 2012. Order Re Discovery and Case Management
 8 Protocol, *In re Cathode Ray Tube Antitrust Litigation*, Case No. 07-cv-05944-SC MDL No. 1917
 9 (N.D. Cal. April 3, 2012), Docket No. 1128.

10 Subject to and notwithstanding the foregoing objections, Plaintiff refers to and
 11 incorporates its response to Interrogatory No. 10 as though set forth fully herein.

12 **INTERROGATORY NO. 17:**

13 Separately for each Defendant or alleged Co-conspirator Identified by You in response to
 14 Interrogatory No. 12 of LG Electronics, Inc. and Panasonic Corporation of North America's
 15 Second Set of Interrogatories, Identify:

16 (a) the period of time during which You contend that the Defendant or alleged Co-
 17 Conspirator owned or controlled the vendor Identified by You in response to Interrogatory No.
 18 12 of LG Electronics, Inc. and Panasonic Corporation's Second Set of Interrogatories; and

19 (b) all evidence upon which You intend to rely to prove such ownership or control
 20 (including the Bates number of each Document and/or citation to specific deposition testimony
 21 that You claim supports Your contention).

22 **RESPONSE TO INTERROGATORY NO. 17:**

23 Plaintiff refers to and incorporates its General Objections as though set forth fully herein.
 24 Plaintiff further objects to this Interrogatory because it is overly broad, unduly burdensome, and
 25 oppressive, and seeks information that is maintained by and equally available to Defendants
 26 and/or stated in publicly available documents. This Response is being made after reasonable
 27 inquiry into the relevant facts, and is based only upon the information and documentation that is
 28 presently known to Plaintiff. Further investigation and discovery may result in the identification

1 of additional information or contentions, and Plaintiff reserves the right to amend or supplement
 2 its response. Plaintiff's responses should not be construed to prejudice its right to conduct
 3 further investigation in this case, or to limit its use of any additional evidence that may be
 4 developed. Plaintiff further objects to this Interrogatory to the extent it calls for a conclusion on
 5 an issue of law. Plaintiff further objects to this Interrogatory because it is duplicative of other
 6 interrogatories, in whole or in part, made by other defendants in this matter, in violation of the
 7 integration order included in section XV, subsections D and E of the Court's "Order Re
 8 Discovery and Case Management Protocol," entered in the MDL on April 3, 2012. Order Re
 9 Discovery and Case Management Protocol, In re Cathode Ray Tube Antitrust Litigation, Case
 10 No. 07-cv-05944-SC MDL No. 1917 (N.D. Cal. April 3, 2012), Docket No. 1128.

11 Subject to and notwithstanding the foregoing objections, Plaintiff refers to Attachment A
 12 to Certain Direct Action Plaintiffs' Supplemental Responses to Various Interrogatories (dated
 13 May 16, 2014), including all revisions and supplementations thereto.

14 Discovery is ongoing and Plaintiff reserves the right to supplement and/or amend its
 15 response to this Interrogatory as appropriate.

16 DATED: July 24, 2014

17 /s/ Philip J. Iovieno

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27 *Counsel for Plaintiff CompuCom Systems, Inc.*

**EXHIBIT 20 TO LAURA K. LIN DECLARATION IN
SUPPORT OF DEFENDANTS' JOINT NOTICE OF MOTION
AND MOTION FOR PARTIAL SUMMARY JUDGMENT
AGAINST CERTAIN DIRECT ACTION PLAINTIFFS ON
DUE PROCESS GROUNDS**

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Counsel for Plaintiff Office Depot, Inc.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

This Document Relates To Individual Case No.
3:11-cv-06276-SC

Case No. 3:11-cv-06276-SC

Master File No. 3:07-cv-05944-SC (N.D. Cal.)

MDL No. 1917

OFFICE DEPOT, INC.

Plaintiff,

vs.

HITACHI, LTD., *et al.*,

Defendants.

**OFFICE DEPOT, INC.'S OBJECTIONS
AND RESPONSES TO LG
ELECTRONICS, INC. AND PANASONIC
CORPORATION OF NORTH AMERICA'S
FIRST SET OF INTERROGATORIES**

PROPOUNDING PARTIES:

Defendants LG Electronics, Inc. and Panasonic Corporation of North America

RESPONDING PARTY:

Office Depot, Inc.

SET:

One

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure and Rule 33.1 of the Local Civil Rules of the Northern District of California, Office Depot, Inc. (“Plaintiff”) hereby provides its responses to Defendants LG Electronics, Inc. and Panasonic Corporation of North America’s (“Defendants”) First Set of Interrogatories to Plaintiff dated June 20, 2014 (the “Interrogatories”) including the “Instructions” and “Definitions” contained therein, as follows:

GENERAL OBJECTIONS

The following general objections (“General Objections”) are incorporated in Plaintiff’s Responses (“Responses”) to each and every interrogatory contained in the Interrogatories. No Response to any Interrogatory shall be deemed a waiver of Plaintiff’s General Objections.

1. Plaintiff objects to these Interrogatories to the extent that they seek to impose obligations on Plaintiff beyond those imposed by the Federal Rules of Civil Procedure, the Local Civil Rules of the Northern District of California, or any applicable order of this Court.

2. Plaintiff objects to the Interrogatories to the extent that they duplicate other interrogatories, in whole or in part, made by other Defendants in this matter, in violation of the integration order included in section XV, subsections D and E of the Court’s “Order Re Discovery and Case Management Protocol,” entered in the MDL on April 3, 2012. Order Re Discovery and Case Management Protocol, *In re Cathode Ray Tube Antitrust Litigation*, Case No. 07-cv-05944-SC MDL No. 1917 (N.D. Cal. April 3, 2012), Docket No. 1128.

3. Plaintiff objects to the Interrogatories to the extent that they seek information that is already in the possession, custody, or control of Defendant.

4. Plaintiff objects to the Interrogatories to the extent that they seek information that can equally or more readily, conveniently, and in a less burdensome fashion be obtained by Defendant from public sources.

5. Plaintiff objects to the Interrogatories to the extent that they seek information that can equally or more readily, conveniently, and in a less burdensome fashion be obtained by Defendant from others.

6. Plaintiff objects to the Interrogatories to the extent that they seek information not in Plaintiff’s possession, custody, or control.

1 7. Plaintiff objects to the Interrogatories to the extent that they call for information
2 protected from disclosure by the attorney-client privilege, the attorney work product doctrine, or
3 any other privilege, protection, or immunity applicable under the governing law. Any
4 information disclosed pursuant to the Interrogatories will be disclosed without waiving, but on
5 the contrary reserving and intending to reserve, each of these privileges, protections, or
6 immunities. Any accidental disclosure of privileged information or material shall not be deemed
7 a waiver of the applicable privilege, protection, or immunity.

8 8. Plaintiff objects to the Interrogatories to the extent that they are unintelligible,
9 vague, ambiguous, overly broad, unduly burdensome, and oppressive.

10 9. Plaintiff objects to the Interrogatories to the extent that they seek information not
11 relevant, material or necessary to this action and, thus, not reasonably calculated to lead to the
12 discovery of admissible evidence.

13 10. Plaintiff objects to the Interrogatories to the extent that they are premature
14 contention interrogatories. Plaintiff has not completed its discovery and preparation in this
15 matter, and its investigation of this case is ongoing.

16 11. Plaintiff objects to the Interrogatories to the extent that they prematurely call for
17 expert testimony and states that Plaintiff will provide expert disclosures as provided by the
18 Federal Rules of Civil Procedure.

19 12. Plaintiff objects to the Interrogatories to the extent that they call for speculation or
20 call for a conclusion on an issue of law.

21 13. Plaintiff objects to, and expressly disclaims, any need or intent to prove any fact
22 listed herein as a prerequisite to proving its claims at trial.

23 14. Plaintiff reserves its right to try its case as it determines is best at trial. This
24 includes by not using facts or information stated herein or using facts or information in addition
25 to those stated herein.

26 15. Plaintiff reserves its right to object to and/or challenge any evidence on grounds
27 of competency, relevance, materiality, privilege, or admissibility at trial or at any hearing or
28

proceeding with respect to any admissions sought by the Interrogatories and all answers Plaintiff provide in response to these Interrogatories.

OBJECTIONS AND RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 1:

Separately IDENTIFY each “target price, floor price and price range for CRTs” that you contend was agreed to by the alleged conspirators, as alleged in paragraph 242(b) of the COMPLAINT, by stating:

- a) The entities who you contend agreed to the target price, floor price or price range;
- b) The date of the agreement;
- c) The type (i.e., CDT or CPT) and model (flat, curved, ITC, bare) of CRT to which the target price, floor price or price range applied;
- d) The effective date(s) of the target price, floor price or price range;
- e) The customer(s) to whom the target price, floor price or price range applied;
- f) The geographic area to which the target price, floor price or price range applied;
- g) All Evidence upon which You intend to rely to prove such target price, floor price or price range (including the Bates number of each DOCUMENT and/or citation to specific deposition testimony that You claim supports Your contention).

RESPONSE TO INTERROGATORY NO. 1:

Plaintiff refers to and incorporates its General Objections as though set forth fully herein. Plaintiff further objects to this Interrogatory because it is overly broad, unduly burdensome, and oppressive. Plaintiff further objects to this interrogatory as seeking information that is maintained by and equally available to Defendants and/or stated in publicly available documents. Plaintiff further objects to this Interrogatory on the ground that it seeks, in contravention to well-established legal principles, to dismember the overall conspiracy to focus on its separate parts, instead of looking at it as a whole. *See Continental Ore Co. v. Union Carbide & Carbon Corp.*, 370 U.S. 690, 699 (1962); *Beltz Travel Service, Inc. v. Int’l Air Trans. Assoc.*, 620 F.2d 1360, 1366-67 (9th Cir. 1980) (citing *United States v. Patten*, 226 U.S. 525, 544 (1913)). All conspirators are jointly liable for the acts of their co-conspirators and the action of any of the

1 conspirators in furtherance of the conspiracy is, in law, the action of all. *Id.* Plaintiff further
2 objects to this Interrogatory to the extent that it duplicates other interrogatories, in whole or in
3 part, made by other Defendants in this matter, in violation of the integration order included in
4 section XV, subsections D and E of the Court's "Order Re Discovery and Case Management
5 Protocol," entered in the MDL on April 3, 2012. Order Re Discovery and Case Management
6 Protocol, *In re Cathode Ray Tube Antitrust Litigation*, Case No. 07-cv-05944-SC MDL No. 1917
7 (N.D. Cal. April 3, 2012), Docket No. 1128.

8 Subject to and notwithstanding the foregoing objections, Plaintiff states that all of
9 Defendants' and their co-conspirators' anticompetitive agreements regarding the prices of CRTs
10 involved target prices, floor prices or price ranges. Defendants and their co-conspirators
11 intended to and did unlawfully fix the market prices of CRTs, including CDTs and CPTs, and
12 intended to and did apply these fixed prices to their customers. Defendants and their co-
13 conspirators were successful in imposing anticompetitive overcharges from Q2 1995 through Q1
14 2006, as detailed in the expert report of Dr. James McClave dated April 15, 2014 and
15 accompanying materials.

16 Evidence supporting defendants' and their co-conspirators' price fixing includes
17 documents produced by all parties and the testimony of witnesses, whether by deposition or
18 otherwise, in this case. Plaintiff has not yet decided which of this evidence it intends to rely on
19 to prove its case, nor is it obligated at this time to do so. At this time, Plaintiff refers to the
20 following:

- 21 • The documents produced in this litigation listed by Dell, Inc. in its response to
22 Interrogatory No. 2 of its Responses to Defendants Samsung SDI America, Inc. and LG
23 Electronics, USA, Inc.'s First Set of Interrogatories dated January 13, 2014.
- 24 • Expert report of Dr. Kenneth G. Elzinga dated April 15, 2014 and accompanying
25 materials.
- 26 • Philips' Supplemental and Second Supplemental Responses to Direct Purchaser
27 Plaintiffs' First Set of Interrogatories, Nos. 4 and 5.

- Hitachi Displays, Ltd.’s Supplemental Response to Direct Purchaser Plaintiffs’ First Set of Interrogatories, No. 5.
- Hitachi Electronic Devices (USA), Inc.’s Supplemental and Second Supplemental Response to Direct Purchaser Plaintiffs’ First Set of Interrogatories, No. 5.
- LG Electronics, Inc.’s Supplemental and Second Supplemental Responses to Direct Purchaser Plaintiffs’ First Set of Interrogatories, Nos. 4 and 5.
- Toshiba Corporation’s Supplemental Objections and Responses to Interrogatory Nos. 4 and 5 of Direct Purchaser Plaintiffs’ First Set of Interrogatories.
- Toshiba America Electronic Components, Inc.’s Supplemental Objections and Responses to Interrogatory Nos. 4 and 5 of Direct Purchaser Plaintiffs’ First Set of Interrogatories.
- Samsung SDI Defendants’ Second Supplemental Responses to Direct Purchaser Plaintiffs’ First Set of Interrogatories Nos. 4 and 5.
- Samsung SDI Co., Ltd.’s Responses to Dell Plaintiffs’ First Set of Interrogatories, dated Nov. 25, 2013.
- Samsung SDI Co., Ltd.’s Responses to Dell Plaintiffs’ First Set of Requests for Admission, dated Nov. 25, 2013.
- Samsung SDI Defendants’ Responses to Direct Action Plaintiffs’ First Set of Interrogatories dated, May 12, 2010.
- Exhibit A to interrogatory responses submitted by the Dell Plaintiffs on July 14, 2014, including all revisions and supplementations thereto.

Discovery is ongoing and Plaintiff reserves the right to supplement and/or amend its response to this Interrogatory.

INTERROGATORY NO. 2:

Separately IDENTIFY each meeting or competitor communication which you contend resulted in an agreement to fix “target prices, floor prices and prices ranges for CRTs,” as alleged in paragraph 242(b) of the COMPLAINT.

RESPONSE TO INTERROGATORY NO. 2:

Plaintiff refers to and incorporates its General Objections as though set forth fully herein. Plaintiff further objects to this Interrogatory because it is overly broad, unduly burdensome, and oppressive. Plaintiff further objects to this interrogatory as seeking information that is maintained by and equally available to Defendants and/or stated in publicly available documents. Plaintiff further objects to this Interrogatory on the ground that it seeks, in contravention to well-established legal principles, to dismember the overall conspiracy to focus on its separate parts, instead of looking at it as a whole. *See Continental Ore Co. v. Union Carbide & Carbon Corp.*, 370 U.S. 690, 699 (1962); *Beltz Travel Service, Inc. v. Int'l Air Trans. Assoc.*, 620 F.2d 1360, 1366-67 (9th Cir. 1980) (citing *United States v. Patten*, 226 U.S. 525, 544 (1913)). All conspirators are jointly liable for the acts of their co-conspirators and the action of any of the conspirators in furtherance of the conspiracy is, in law, the action of all. *Id.* Plaintiff further objects to this Interrogatory to the extent that it duplicates other interrogatories, in whole or in part, made by other Defendants in this matter, in violation of the integration order included in section XV, subsections D and E of the Court's "Order Re Discovery and Case Management Protocol," entered in the MDL on April 3, 2012. Order Re Discovery and Case Management Protocol, *In re Cathode Ray Tube Antitrust Litigation*, Case No. 07-cv-05944-SC MDL No. 1917 (N.D. Cal. April 3, 2012), Docket No. 1128.

Subject to and notwithstanding the foregoing objections, Plaintiff refers to and incorporates its response to Interrogatory No. 1 as though set forth fully herein.

INTERROGATORY NO. 3:

Separately for each meeting or competitor communication that You Identified in response to Interrogatory No. 2, IDENTIFY all Evidence upon which You intend to rely to prove that such a meeting or competitor communication resulted in an agreement to fix target prices, floor prices and prices ranges for CRTs, including:

a) Each DOCUMENT that You contend suggests that an agreement to fix target prices, floor prices and prices ranges for CRTs was reached;

b) All PERSONS with knowledge suggesting that an agreement to fix target prices, floor prices and prices ranges for CRTs was reached;

c) The date of each meeting or competitor communication which You contend resulted in an agreement to fix target prices, floor prices and prices ranges for CRTs;

d) The LOCATION of each alleged meeting, if applicable;

e) The names of each specific corporate entity that You contend directly participated in each meeting or competitor communication; and

f) The names of the individuals that You contend participated in each meeting or competitor communication.

RESPONSE TO INTERROGATORY NO. 3:

Plaintiff refers to and incorporates its General Objections as though set forth fully herein. Plaintiff further objects to this Interrogatory because it is overly broad, unduly burdensome, and oppressive. Plaintiff further objects to this interrogatory as seeking information that is maintained by and equally available to Defendants and/or stated in publicly available documents. Plaintiff further objects to this Interrogatory on the ground that it seeks, in contravention to well-established legal principles, to dismember the overall conspiracy to focus on its separate parts, instead of looking at it as a whole. *See Continental Ore Co. v. Union Carbide & Carbon Corp.*, 370 U.S. 690, 699 (1962); *Beltz Travel Service, Inc. v. Int'l Air Trans. Assoc.*, 620 F.2d 1360, 1366-67 (9th Cir. 1980) (citing *United States v. Patten*, 226 U.S. 525, 544 (1913)). All conspirators are jointly liable for the acts of their co-conspirators and the action of any of the conspirators in furtherance of the conspiracy is, in law, the action of all. *Id.* Plaintiff further objects to this Interrogatory to the extent that it duplicates other interrogatories, in whole or in part, made by other Defendants in this matter, in violation of the integration order included in section XV, subsections D and E of the Court's "Order Re Discovery and Case Management Protocol," entered in the MDL on April 3, 2012. Order Re Discovery and Case Management Protocol, *In re Cathode Ray Tube Antitrust Litigation*, Case No. 07-cv-05944-SC MDL No. 1917 (N.D. Cal. April 3, 2012), Docket No. 1128.

1 Subject to and notwithstanding the foregoing objections, Plaintiff refers to and
2 incorporates its response to Interrogatory No. 1 as though set forth fully herein.

3 **INTERROGATORY NO. 4:**

4 Separately IDENTIFY each meeting or competitor communication which you contend
5 resulted in an “agree[ment] to maintain or lower production capacity” for CRTs, as alleged in
6 paragraph 242(g) of the COMPLAINT.

7 **RESPONSE TO INTERROGATORY NO. 4:**

8 Plaintiff refers to and incorporates its General Objections as though set forth fully herein.
9 Plaintiff further objects to this Interrogatory because it is overly broad, unduly burdensome, and
10 oppressive. Plaintiff further objects to this interrogatory as seeking information that is
11 maintained by and equally available to Defendants and/or stated in publicly available documents.
12 Plaintiff further objects to this interrogatory on the ground that evidence supporting defendants’
13 and their co-conspirators’ agreements to maintain or lower production of CRTs includes
14 documents produced by all parties and the testimony of witnesses, whether by deposition or
15 otherwise, in this case. Plaintiff further objects to this Interrogatory on the ground that it seeks,
16 in contravention to well-established legal principles, to dismember the overall conspiracy to
17 focus on its separate parts, instead of looking at it as a whole. *See Continental Ore Co. v. Union*
18 *Carbide & Carbon Corp.*, 370 U.S. 690, 699 (1962); *Beltz Travel Service, Inc. v. Int’l Air Trans.*
19 *Assoc.*, 620 F.2d 1360, 1366-67 (9th Cir. 1980) (citing *United States v. Patten*, 226 U.S. 525, 544
20 (1913)). All conspirators are jointly liable for the acts of their co-conspirators and the action of
21 any of the conspirators in furtherance of the conspiracy is, in law, the action of all. *Id.* Plaintiff
22 further objects to this Interrogatory to the extent that it duplicates other interrogatories, in whole
23 or in part, made by other Defendants in this matter, in violation of the integration order included
24 in section XV, subsections D and E of the Court’s “Order Re Discovery and Case Management
25 Protocol,” entered in the MDL on April 3, 2012. Order Re Discovery and Case Management
26 Protocol, *In re Cathode Ray Tube Antitrust Litigation*, Case No. 07-cv-05944-SC MDL No. 1917
27 (N.D. Cal. April 3, 2012), Docket No. 1128.

1 Subject to and notwithstanding the foregoing objections, Plaintiff refers to and
2 incorporates its response to Interrogatory No. 1 as though set forth fully herein.

3 Discovery is ongoing and Plaintiff reserves the right to supplement and/or amend its
4 response to this Interrogatory.

5 **INTERROGATORY NO. 5:**

6 Separately for each meeting or competitor communication that You Identified in response
7 to Interrogatory No. 4, IDENTIFY all Evidence upon which You intend to rely to prove that such
8 a meeting or competitor communication resulted in an agreement to maintain or lower
9 production capacity for CRTs, including:

10 a) Each DOCUMENT that You contend suggests that an agreement to maintain or lower
11 production capacity for CRTs was reached;

12 b) All PERSONS with knowledge suggesting that an agreement to maintain or lower
13 production capacity for CRTs was reached;

14 c) The date of each meeting or competitor communication which You contend resulted in
15 an agreement to maintain or lower production capacity for CRTs;

16 d) The LOCATION of each alleged meeting, if applicable;

17 e) The names of each specific corporate entity that You contend directly participated in
18 each meeting or competitor communication; and

19 f) The names of the individuals that You contend participated in each meeting or
20 competitor communication.

21 **RESPONSE TO INTERROGATORY NO. 5:**

22 Plaintiff refers to and incorporates its General Objections as though set forth fully herein.
23 Plaintiff further objects to this Interrogatory because it is overly broad, unduly burdensome, and
24 oppressive. Plaintiff further objects to this interrogatory as seeking information that is
25 maintained by and equally available to Defendants and/or stated in publicly available documents.
26 Plaintiff further objects to this interrogatory on the ground that evidence supporting defendants'
27 and their co-conspirators' agreements to maintain or lower production of CRTs includes
28 documents produced by all parties and the testimony of witnesses, whether by deposition or

1 otherwise, in this case. Plaintiff further objects to this Interrogatory on the ground that it seeks,
 2 in contravention to well-established legal principles, to dismember the overall conspiracy to
 3 focus on its separate parts, instead of looking at it as a whole. *See Continental Ore Co. v. Union*
 4 *Carbide & Carbon Corp.*, 370 U.S. 690, 699 (1962); *Beltz Travel Service, Inc. v. Int'l Air Trans.*
 5 *Assoc.*, 620 F.2d 1360, 1366-67 (9th Cir. 1980) (citing *United States v. Patten*, 226 U.S. 525, 544
 6 (1913)). All conspirators are jointly liable for the acts of their co-conspirators and the action of
 7 any of the conspirators in furtherance of the conspiracy is, in law, the action of all. *Id.* Plaintiff
 8 further objects to this Interrogatory to the extent that it duplicates other interrogatories, in whole
 9 or in part, made by other Defendants in this matter, in violation of the integration order included
 10 in section XV, subsections D and E of the Court's "Order Re Discovery and Case Management
 11 Protocol," entered in the MDL on April 3, 2012. Order Re Discovery and Case Management
 12 Protocol, *In re Cathode Ray Tube Antitrust Litigation*, Case No. 07-cv-05944-SC MDL No. 1917
 13 (N.D. Cal. April 3, 2012), Docket No. 1128.

14 Subject to and notwithstanding the foregoing objections, Plaintiff refers to and
 15 incorporates its response to Interrogatory No. 4 as though set forth fully herein.

16 **INTERROGATORY NO. 6:**

17 Separately IDENTIFY each entity that You contend participated in the conspiracy that
 18 You allege in the COMPLAINT. If any such entity comprises individual members, IDENTIFY
 19 each individual member that You contend participated in the conspiracy that You allege in the
 20 COMPLAINT.

21 **RESPONSE TO INTERROGATORY NO. 6:**

22 Plaintiff refers to and incorporates its General Objections as though set forth fully herein.
 23 Plaintiff further objects to this Interrogatory because it is overly broad, unduly burdensome, and
 24 oppressive. Plaintiff further objects to this interrogatory as seeking information that is
 25 maintained by and equally available to Defendants and/or stated in publicly available documents.
 26 Plaintiff further objects to this interrogatory on the ground that evidence supporting defendants'
 27 and their co-conspirators' agreements to maintain or lower production of CRTs includes
 28 documents produced by all parties and the testimony of witnesses, whether by deposition or

1 otherwise, in this case. Plaintiff further objects to this Interrogatory on the grounds that it is a
 2 premature contention Interrogatory. Plaintiff has not completed its discovery and preparation in
 3 this matter, and its investigation of these cases is ongoing. Plaintiff further objects to this
 4 Interrogatory to the extent it calls for a conclusion on an issue of law.

5 Subject to and notwithstanding the foregoing objections, Plaintiff responds that the
 6 following entities participated in the conspiracy alleged in the Complaint:

- 7 • Hitachi, Ltd.; Hitachi Displays, Ltd.; Hitachi America, Ltd.; Hitachi Electronic
 8 Devices (USA), Inc.; Shenzhen SEG Hitachi Color Display Devices, Ltd.; Irico
 9 Group Corporation; Irico Group Electronics Co., Ltd.; Irico Display Devices Co.,
 10 Ltd.; LG Electronics, Inc.; LG Electronics USA, Inc.; Mitsubishi Electric
 11 Corporation; Mitsubishi Electric & Electronics USA, Inc.; Mitsubishi Digital
 12 Electronics America, Inc.; LP Displays International, Ltd.; Koninklijke Philips
 13 Electronics N.V.; Philips Electronics North America Corporation; Philips
 14 Electronics Industries (Taiwan), Ltd.; Philips da Amazonia Industria Electronica
 15 Ltda.; Samsung SDI Co.; Samsung SDI America, Inc.; Samsung SDI Mexico S.A.
 16 de C.V.; Samsung SDI (Malaysia) Sdn Bhd.; Samsung SDI Brasil Ltda.;
 17 Shenzhen Samsung SDI Co. Ltd.; Tianjin Samsung SDI Co., Ltd.; Samtel Color
 18 Ltd.; Thai CRT Co., Ltd.; Technicolor SA (f/k/a Thomson SA); Technicolor
 19 USA, Inc. (f/k/a Thomson Consumer Electronics, Inc.); Toshiba Corporation;
 20 Toshiba America Consumer Products LLC; Toshiba America Electronic
 21 Components, Inc.; Toshiba America Information Systems, Inc.; Chunghwa
 22 Picture Tubes, Ltd.; Chunghwa Picture Tubes (Malaysia) Sdn. Bhd.; Orion
 23 Electronic Co.; Daewoo Electronics Co., Ltd.; Daewoo-Orion Societe Anonyme;
 24 P.T. Tosummit Electronic Devices Indonesia; Toshiba Display Devices
 25 (Thailand) Co., Ltd.; Technologies Displays America, LLC; and Videocon
 26 Industries, Ltd.; and
- 27 • All entities analyzed as conspirators in the Expert Report of Alan S. Frankel,
 28 Ph.D. Concerning Office Depot, Inc. (dated April 15, 2014);

- All entities identified as conspirators in Plaintiff's First Amended Complaint in this action; and
- All entities identified as conspirators in Plaintiff's First Amended Complaint in *Office Depot, Inc. v. Technicolor SA, et al.*, No. 13-cv-05726, MDL No. 1917 (N.D. Cal.).

Plaintiff reserves the right to supplement and/or amend its response to this Interrogatory as appropriate.

INTERROGATORY NO. 7:

Separately for each entity that You contend participated in the alleged conspiracy in response to Interrogatory No. 6, IDENTIFY all Evidence upon which You intend to rely to prove such participation, including:

- a) Each DOCUMENT that You contend suggests that entity was a Co-Conspirator;
- b) All PERSONS with knowledge suggesting that entity was a Co-Conspirator;
- c) The date of each meeting or competitor communication in which You contend the entity participated;
- d) The LOCATION of each alleged meeting, if applicable;
- e) The names of each specific corporate entity that directly participated in each meeting or competitor communication;
- f) The names of the individuals that You allege participated in each meeting or competitor communication; and
- g) The names of any other individual that has knowledge concerning the meeting or competitor communication.

RESPONSE TO INTERROGATORY NO. 7:

Plaintiff refers to and incorporates its General Objections as though set forth fully herein. Plaintiff further objects to this Interrogatory because it is overly broad, unduly burdensome, and oppressive. Plaintiff further objects to this interrogatory as seeking information that is maintained by and equally available to Defendants and/or stated in publicly available documents. Plaintiff further objects to this Interrogatory on the ground that it seeks, in contravention to well-

1 established legal principles, to dismember the overall conspiracy to focus on its separate parts,
 2 instead of looking at it as a whole. *See Continental Ore Co. v. Union Carbide & Carbon Corp.*,
 3 370 U.S. 690, 699 (1962); *Beltz Travel Service, Inc. v. Int'l Air Trans. Assoc.*, 620 F.2d 1360,
 4 1366-67 (9th Cir. 1980) (citing *United States v. Patten*, 226 U.S. 525, 544 (1913)). All
 5 conspirators are jointly liable for the acts of their co-conspirators and the action of any of the
 6 conspirators in furtherance of the conspiracy is, in law, the action of all. *Id.* Plaintiff further
 7 objects to this Interrogatory to the extent that it duplicates other interrogatories, in whole or in
 8 part, made by other Defendants in this matter, in violation of the integration order included in
 9 section XV, subsections D and E of the Court's "Order Re Discovery and Case Management
 10 Protocol," entered in the MDL on April 3, 2012. Order Re Discovery and Case Management
 11 Protocol, *In re Cathode Ray Tube Antitrust Litigation*, Case No. 07-cv-05944-SC MDL No. 1917
 12 (N.D. Cal. April 3, 2012), Docket No. 1128.

13 Subject to and notwithstanding the foregoing objections, Plaintiff refers to and
 14 incorporates its response to Interrogatory No. 1 as though set forth fully herein.

15 **INTERROGATORY NO. 8:**

16 Separately for each Defendant or Co-conspirator Identified by You in response to
 17 Interrogatory No. 20 of Toshiba America Electronic Components, Inc.'s and Philips Electronics
 18 North America Corporation's Second Set of Interrogatories, IDENTIFY:

19 a) the period of time during which You contend that the Defendant or alleged Co-
 20 Conspirator owned or controlled the vendor Identified by You in response to Interrogatory No.
 21 20 of Toshiba America Electronic Components, Inc.'s and Philips Electronics North America
 22 Corporation's Second Set of Interrogatories; and

23 b) all evidence upon which You intend to rely to prove such ownership or control
 24 (including the Bates number of each DOCUMENT and/or citation to specific deposition
 25 testimony that You claim supports Your contention).

26 **RESPONSE TO INTERROGATORY NO. 8:**

27 Plaintiff refers to and incorporates its General Objections as though set forth fully herein.
 28 Plaintiff further objects to this Interrogatory because it is overly broad, unduly burdensome, and

1 oppressive, and seeks information that is maintained by and equally available to Defendants
 2 and/or stated in publicly available documents. This Response is being made after reasonable
 3 inquiry into the relevant facts, and is based only upon the information and documentation that is
 4 presently known to Plaintiff. Further investigation and discovery may result in the identification
 5 of additional information or contentions, and Plaintiff reserves the right to amend or supplement
 6 its response. Plaintiff's responses should not be construed to prejudice its right to conduct
 7 further investigation in this case, or to limit its use of any additional evidence that may be
 8 developed. Plaintiff further objects to this Interrogatory to the extent it calls for a conclusion on
 9 an issue of law. Plaintiff further objects to this Interrogatory because it is duplicative of other
 10 interrogatories, in whole or in part, made by other defendants in this matter, in violation of the
 11 integration order included in section XV, subsections D and E of the Court's "Order Re
 12 Discovery and Case Management Protocol," entered in the MDL on April 3, 2012. Order Re
 13 Discovery and Case Management Protocol, In re Cathode Ray Tube Antitrust Litigation, Case
 14 No. 07-cv-05944-SC MDL No. 1917 (N.D. Cal. April 3, 2012), Docket No. 1128.

15 Subject to and notwithstanding the foregoing objections, Plaintiff refers to Attachment A
 16 to Certain Direct Action Plaintiffs' Supplemental Responses to Various Interrogatories (dated
 17 May 16, 2014), including all revisions and supplementations thereto.

18 Discovery is ongoing and Plaintiff reserves the right to supplement and/or amend its
 19 response to this Interrogatory as appropriate.

20
 21 DATED: July 24, 2014

/s/ Philip J. Iovieno

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Counsel for Plaintiff Office Depot, Inc.

SEALED EXHIBIT 21 TO LAURA K. LIN DECLARATION
IN SUPPORT OF DEFENDANTS' JOINT NOTICE OF
MOTION AND MOTION FOR PARTIAL SUMMARY
JUDGMENT AGAINST CERTAIN DIRECT ACTION
PLAINTIFFS ON DUE PROCESS GROUNDS –
Filed Under Seal

SEALED EXHIBIT 22 TO LAURA K. LIN DECLARATION
IN SUPPORT OF DEFENDANTS' JOINT NOTICE OF
MOTION AND MOTION FOR PARTIAL SUMMARY
JUDGMENT AGAINST CERTAIN DIRECT ACTION
PLAINTIFFS ON DUE PROCESS GROUNDS –
Filed Under Seal

SEALED EXHIBIT 23 TO LAURA K. LIN DECLARATION
IN SUPPORT OF DEFENDANTS' JOINT NOTICE OF
MOTION AND MOTION FOR PARTIAL SUMMARY
JUDGMENT AGAINST CERTAIN DIRECT ACTION
PLAINTIFFS ON DUE PROCESS GROUNDS –
Filed Under Seal

**SEALED EXHIBIT 24 TO LAURA K. LIN DECLARATION IN SUPPORT
OF DEFENDANTS' JOINT NOTICE OF MOTION AND MOTION FOR
PARTIAL SUMMARY JUDGMENT AGAINST CERTAIN DIRECT
ACTION PLAINTIFFS ON DUE PROCESS GROUNDS –**

Filed Under Seal

SEALED EXHIBIT 25 TO LAURA K. LIN DECLARATION
IN SUPPORT OF DEFENDANTS' JOINT NOTICE OF
MOTION AND MOTION FOR PARTIAL SUMMARY
JUDGMENT AGAINST CERTAIN DIRECT ACTION
PLAINTIFFS ON DUE PROCESS GROUNDS –
Filed Under Seal

SEALED EXHIBIT 26 TO LAURA K. LIN DECLARATION
IN SUPPORT OF DEFENDANTS' JOINT NOTICE OF
MOTION AND MOTION FOR PARTIAL SUMMARY
JUDGMENT AGAINST CERTAIN DIRECT ACTION
PLAINTIFFS ON DUE PROCESS GROUNDS –
Filed Under Seal

**EXHIBIT 27 TO LAURA K. LIN DECLARATION IN
SUPPORT OF DEFENDANTS' JOINT NOTICE OF MOTION
AND MOTION FOR PARTIAL SUMMARY JUDGMENT
AGAINST CERTAIN DIRECT ACTION PLAINTIFFS ON
DUE PROCESS GROUNDS**

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 LLC; BEST BUY ENTERPRISE SERVICES, INC.;
 BEST BUY STORES, L.P.; BESTBUY.COM, LLC;
 MAGNOLIA HI-FI, INC.

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA**

IN RE: CATHODE RAY TUBE (CRT)
 ANTITRUST LITIGATION

Master File No. M:07-5994-SC
 MDL No. 1917

This Document Relates to
 Individual Case No. 3:11-cv-05513-SC

Case No. 3:11-cv-05513-SC

BEST BUY CO., INC.; BEST BUY
 PURCHASING LLC; BEST BUY
 ENTERPRISE SERVICES, INC.; BEST BUY
 STORES, L.P.; BESTBUY.COM, L.L.C.; and
 MAGNOLIA HI-FI, INC.,

Plaintiffs,

v.

HITACHI, LTD.; HITACHI DISPLAYS,
 LTD.; HITACHI AMERICA, LTD.; HITACHI
 ASIA, LTD.; HITACHI ELECTRONIC
 DEVICES (USA), INC.; SHENZHEN SEG
 HITACHI COLOR DISPLAY DEVICES,
 LTD.; IRICO GROUP CORPORATION;
 IRICO GROUP ELECTRONICS CO., LTD.;
 IRICO DISPLAY DEVICES CO., LTD.; LG
 ELECTRONICS, INC.; LG ELECTRONICS
 USA, INC.; LG ELECTRONICS TAIWAN
 TAIPEI CO., LTD.; LP DISPLAYS
 INTERNATIONAL LTD.;

**BEST BUY'S OBJECTIONS AND
 RESPONSES TO DEFENDANTS
 PANASONIC CORPORATION OF
 NORTH AMERICA AND LG
 ELECTRONICS USA, INC.'S SECOND
 SET OF INTERROGATORIES**

(CONTINUED ON NEXT PAGE)

PANASONIC CORPORATION;
 PANASONIC CORPORATION OF NORTH
 AMERICA; MT PICTURE DISPLAY CO.,
 LTD.; BEIJING MATSUSHITA COLOR CRT
 CO., LTD.; KONINKLIJKE PHILIPS
 ELECTRONICS N.V.; PHILIPS
 ELECTRONICS NORTH AMERICA
 CORPORATION; PHILIPS ELECTRONICS
 INDUSTRIES (TAIWAN), LTD.; PHILIPS
 DA AMAZONIA INDUSTRIA
 ELECTRONICA LTDA.; SAMTEL COLOR
 LTD.; THAI CRT CO., LTD.; TOSHIBA
 CORPORATION; TOSHIBA AMERICA,
 INC.; TOSHIBA AMERICA CONSUMER
 PRODUCTS, LLC; TOSHIBA AMERICA
 ELECTRONIC COMPONENTS, INC.;
 TOSHIBA AMERICA INFORMATION
 SYSTEMS, INC.; CHUNGHWA PICTURE
 TUBES, LTD.; CHUNGHWA PICTURE
 TUBES (MALAYSIA); TATUNG COMPANY
 OF AMERICA, INC.,

Defendants.

PROPOUNDING PARTIES: PANASONIC CORPORATION OF NORTH
 AMERICA and LGE ELECTONICS USA, INC.

RESPONDING PARTY: BEST BUY CO., INC.; BEST BUY PURCHASING LLC;
 BEST BUY ENTERPRISE SERVICES, INC.; BEST BUY
 STORES, L.P.; BESTBUY.COM, L.L.C.; and
 MAGNOLIA HI-FI, INC.

SET NO.: SECOND

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Plaintiffs Best
 Buy Co., Inc.; Best Buy Purchasing LLC; Best Buy Enterprise Services, Inc., Best Buy
 Stores, L.P.; BestBuy.Com, L.L.C.; and Magnolia HI-FI, Inc. (collectively "Best Buy")
 hereby Object and Respond to Defendants Panasonic Corporation of North America and
 LG Electronics USA, Inc.'s Second Set of Interrogatories (hereinafter, the
 "Interrogatories").

RESERVATIONS OF RIGHTS

In responding to these Interrogatories, Best Buy states that it has conducted, or will
 conduct, a diligent search, reasonable in scope, for information that is relevant to the

1 Interrogatories. In the event that additional information relevant to the Interrogatories is
2 later identified or brought to Best Buy's attention, Best Buy reserves the right to amend,
3 revise, supplement, modify, or clarify the following objections and responses. Best Buy
4 further reserves the right to complete its investigation and discovery of the facts, and to
5 rely at trial or in other proceedings upon additional information, regardless of whether
6 such information is newly discovered or newly in existence.

7 Best Buy incorporates by reference any evidence identified by the Direct Purchaser
8 Plaintiffs, Indirect Purchaser Plaintiffs, and the other Direct Action Plaintiffs in response
9 to any discovery request.

10 Best Buy has responded to these Interrogatories as it interprets and understands
11 them. If Defendants subsequently assert an interpretation of any Interrogatory or
12 response that differs from Best Buy's understanding, Best Buy reserves the right to
13 supplement or amend its objections or responses.

14 Best Buy reserves the right to object to the admission of its responses to the
15 Interrogatories into evidence at trial, or any other proceeding.

16 GENERAL OBJECTIONS

17 1. Best Buy responds without prejudice to its rights to use or introduce at later
18 times in this proceeding, subsequently discovered information or information omitted
19 from these responses.

20 2. Best Buy objects to the Interrogatories to the extent they call for the disclosure
21 of information that is subject to the attorney-client privilege, joint prosecution privilege,
22 the work product doctrine, or any other applicable privilege, immunity, or protection.

23 3. Best Buy objects to the Interrogatories to the extent that they require Best Buy
24 to disclose the confidential, proprietary, or commercially sensitive information of third
25 parties that Best Buy is bound, contractually or otherwise, not to disclose.

26 4. Best Buy objects to the Interrogatories to the extent that they: (i) seek
27 information that is neither relevant to the parties' claims and defenses in this litigation
28 nor reasonably calculated to lead to the discovery of admissible evidence; (ii) are vague,

1 indefinite, or ambiguous; (iii) are unduly burdensome or unreasonably broad; (iv) are
2 unreasonably cumulative or duplicative; or (v) seek information that is already in
3 Defendants' possession, custody, control, or which is publicly available or otherwise
4 readily accessible to Defendants.

5 5. Best Buy objects to the Interrogatories, including the Instructions and
6 Definitions, to the extent that they purport to impose upon Best Buy obligations beyond
7 those imposed by the Federal Rules of Civil Procedure.

8 6. Best Buy objects to the Interrogatories to the extent that they are premature.
9 Best Buy has not completed its discovery and investigation in this matter, which is
10 ongoing. Best Buy responds after reasonable inquiry into the relevant facts based only
11 upon presently known information and documentation. Further investigation and
12 discovery, including further review of documents produced or to be produced by
13 Defendants, may result in the identification of additional information. Best Buy's
14 responses should not be construed to prejudice Best Buy's right to conduct further
15 investigation in this case or to limit Best Buy's use of any evidence that may be later
16 developed.

17 7. Best Buy objects to the extent Defendants are drawing a distinction between
18 CRTs and CRT Products. Best Buy interprets all requests related to CRTs to include its
19 purchases of CRT Products, which contain CRTs.

20 8. Best Buy objects to the Interrogatories to the extent that they prematurely
21 seek expert opinion, and reserves the right to supplement, clarify, revise, or correct any
22 or all responses to such requests, and to assert additional objections or privileges in
23 accordance with the time period for exchanging expert reports.

24 Best Buy objects to the Interrogatories in their entirety on the above grounds. In
25 order to avoid repetition, the foregoing General Objections are hereby incorporated into
26 each response as if set forth therein.

27 /

28 /

OBJECTIONS AND RESPONSES TO INTERROGATORIES**Interrogatory No. 11:**

1 Separately IDENTIFY each “target price[], floor price[] and price range[]” for
 2 CRTs that YOU contend was agreed to by the alleged conspirators, as alleged in
 3 paragraph 241(b) of the COMPLAINT, by stating:
 4

- 5 (a) The entities who you contend agreed to the target price, floor price or price
 6 range;
 7
- 8 (b) The date of the agreement;
- 9 (c) The type(i.e., CDT or CPT) and model(flat, curved, ITC, bare) of CRT to
 10 which the target price, floor price or price range applied;
- 11 (d) The effective date(s) of the target price, floor price or price range;
- 12 (e) The customer(s) to whom the target price, floor price or price range applied;
- 13 (f) The geographic area to which the target price, floor price or price range
 14 applied;
- 15 (g) All Evidence upon which YOU intend to rely to prove such target price, floor
 16 price or price range(including the Bates number of each DOCUMENT and/or
 17 citation to specific deposition testimony that YOU claim supports YOUR
 18 contention).

Response:

19 Best Buy refers to and incorporates its General Objections as if set forth fully
 20 herein. Best Buy also objects to this Interrogatory as overly broad, unduly burdensome,
 21 premature, and improperly requiring Best Buy to marshal all evidence in support of its
 22 case, including all testimony, in responses to written discovery, but particularly while
 23 discovery is ongoing and in advance of the applicable deadlines set by the Court for
 24 disclosure of pretrial information. Best Buy further objects to this Interrogatory as
 25 duplicative of other discovery propounded by defendants in this case.
 26

27 Subject to and without waiving these objections, Best Buy states that all of
 28 defendants’ and their co-conspirators’ anticompetitive agreements regarding the prices

1 of CRTs involved target prices, floor prices, or price ranges. Defendants and their co-
 2 conspirators intended to and did unlawfully fix the market prices of CRTs, including
 3 CDTs and CPTs, and intended to and did apply these fixed prices to all customers.
 4 Defendants' and their co-conspirators' were successful in imposing anticompetitive
 5 overcharges from Q2 1995 through Q1 2006, as detailed in the expert report of Dr. James
 6 McClave dated April 15, 2014 and accompanying materials.

7 Evidence supporting defendants' and their co-conspirators' price fixing includes
 8 potentially all documents produced by all parties and the testimony of all witnesses,
 9 whether by deposition or otherwise, in this case. Best Buy has not yet decided which of
 10 this evidence it intends to rely on to prove its case, nor is it obligated at this time to do
 11 so. At this time, Best Buy refers to the following:

12 The huge list of documents produced in this litigation listed by Dell, Inc. in its
 13 response to Interrogatory No. 2 of its Responses to Defendants Samsung SDI America,
 14 Inc. and LG Electronics, USA, Inc.'s First Set of Interrogatories dated January 13, 2014.

15 Expert report of Dr. Kenneth G. Elzinga dated April 15, 2014 and accompanying
 16 materials.

17 Philips' Supplemental and Second Supplemental Responses to Direct Purchaser
 18 Plaintiffs' First Set of Interrogatories, Nos. 4 and 5.

19 Hitachi Displays, Ltd.'s Supplemental Response to Direct Purchaser Plaintiffs' First
 20 Set of Interrogatories, No. 5.

21 Hitachi Electronic Devices (USA), Inc.'s Supplemental and Second Supplemental
 22 Response to Direct Purchaser Plaintiffs' First Set of Interrogatories, No. 5.

23 LG Electronics, Inc.'s Supplemental and Second Supplemental Responses to Direct
 24 Purchaser Plaintiffs' First Set of Interrogatories, Nos. 4 and 5.

25 Toshiba Corporation's Supplemental Objections and Responses to Interrogatory
 26 Nos. 4 and 5 of Direct Purchaser Plaintiffs' First Set of Interrogatories.

27 Toshiba America Electronic Components, Inc.'s Supplemental Objections and
 28 Responses to Interrogatory Nos. 4 and 5 of Direct Purchaser Plaintiffs' First Set of

1 Interrogatories.

2 Samsung SDI Defendants' Second Supplemental Responses to Direct Purchaser
3 Plaintiffs' First Set of Interrogatories Nos. 4 and 5.

4 Samsung SDI Co., Ltd.'s Responses to Dell Plaintiffs' First Set of Interrogatories,
5 dated Nov. 25, 2013.

6 Samsung SDI Co., Ltd.'s Responses to Dell Plaintiffs' First Set of Requests for
7 Admission, dated Nov. 25, 2013.

8 Samsung SDI Defendants' Responses to Direct Action Plaintiffs' First Set of
9 Interrogatories dated, May 12, 2010.

10 Exhibit A submitted with this Response.

11 **Interrogatory No. 12:**

12 2. Separately IDENTIFY each meeting or competitor communication which
13 YOU contend resulted in an agreement to fix "target prices, floor prices and price
14 ranges" for CRTs, as alleged in paragraph 241(b) of the COMPLAINT.

15 **Response:**

16 Best Buy refers to and incorporates its General Objections as if set forth fully
17 herein. Best Buy also objects to this Interrogatory as overly broad, unduly burdensome,
18 premature, and improperly requiring Best Buy to marshal all evidence in support of its
19 case, including all testimony, in responses to written discovery, but particularly while
20 discovery is ongoing and in advance of the applicable deadlines set by the Court for
21 disclosure of pretrial information. Best Buy further objects to this Interrogatory as
22 duplicative of other discovery propounded by defendants in this case. Subject to and
23 without waiving these objections, Best Buy refers to and incorporates its responses to
24 Interrogatory No. 11 above.

25 **Interrogatory No. 13:**

26 3. Separately for each meeting or competitor communication that YOU
27 IDENTIFIED in response to Interrogatory No. 12, IDENTIFY all Evidence upon which
28 YOU intend to rely to prove that such a meeting or competitor communication resulted

1 in an agreement to fix target prices, floor prices and price ranges for CRTs, including:

- 2 (a) Each DOCUMENT that YOU contend suggests that an agreement to fix target
3 prices, floor prices and price ranges for CRTs was reached;
- 4 (b) All PERSONS with knowledge suggesting that an agreement to fix target
5 prices, floor prices and price ranges for CRTs was reached;
- 6 (c) The date of each meeting or competitor communication which YOU contend
7 resulted in an agreement to fix target prices, floor prices and price ranges for
8 CRTs;
- 9 (d) The location of each alleged meeting, if applicable;
- 10 (e) The names of each specific corporate entity that YOU contend directly
11 participated in each meeting or competitor communication; and
- 12 (f) The names of the individuals that YOU contend participated in each meeting
13 or competitor communication.

14 **Response:**

15 Best Buy refers to and incorporates its General Objections as if set forth fully
16 herein. Best Buy also objects to this Interrogatory as overly broad, unduly burdensome,
17 premature, and improperly requiring Best Buy to marshal all evidence in support of its
18 case, including all testimony, in responses to written discovery, but particularly while
19 discovery is ongoing and in advance of the applicable deadlines set by the Court for
20 disclosure of pretrial information. Best Buy further objects to this Interrogatory as
21 duplicative of other discovery propounded by defendants in this case. Subject to and
22 without waiving these objections, Best Buy refers to and incorporates its responses to
23 Interrogatory No. 11 above.

24 **Interrogatory No. 14:**

25 4. Separately IDENTIFY each meeting or competitor communication which
26 YOU contend resulted in an agreement to maintain or lower production capacity for
27 CRTs, as alleged in paragraph 241(g) of the COMPLAINT.

28 **Response:**

Best Buy refers to and incorporates its General Objections as if set forth fully herein. Best Buy also objects to this Interrogatory as overly broad, unduly burdensome, premature, and improperly requiring Best Buy to marshal all evidence in support of its case, including all testimony, in responses to written discovery, but particularly while discovery is ongoing and in advance of the applicable deadlines set by the Court for disclosure of pretrial information. Best Buy further objects to this Interrogatory as duplicative of other discovery propounded by defendants in this case. Subject to and without waiving these objections, Best Buy refers to and incorporates its response to Interrogatory No. 11 above and refers to the following documents produced in this case: SDCRT-0086751E-3E, CHU00028760.01E-2E, CHU00030809.01E-14E, CHU00030807.01E-8.02E, CHU00030835.01E-8E, CHU00030960.01E-2E, CHU00030731.01E-3E, CHU00030749.01E-51E, TSB-CRT-00035348E-9E, CHU00030869.01E-71.02E, CHU00030835.01E-38E, PHLP-CRT-014085-89, CHU00029293-7, CHU00030965E-70E, SDCRT-0086563E-6E, CHU00006004.1, CHU00014198.01, CHU00030985.01, CHU00014230.01, CHU00023392.1, CHU00030701.01, CHU00031075.01, CHU00030787.01, HEDUS-CRT00152762, HEDUSCRT-000003070, HEDUS-CRT00003434, TAEC.CRT-00009411, PHLP-CRT-004241, HEDUS-CRT00006892, SDCRT-0088635, MTPD-0400601, MTPD-0516287, CHU00126131.01, CHU00648024, CHU00030839.01, CHU00119823. In some of the foregoing documents, only the first page of a multi-page document is listed but the entire document is included.

Interrogatory No. 15:

5. Separately for each meeting or competitor communication that YOU IDENTIFIED in response to Interrogatory No. 14, IDENTIFY all Evidence upon which YOU intend to rely to prove that such a meeting or competitor communication resulted in an agreement to maintain or lower production capacity for CRTs, including:

- (a) Each DOCUMENT that YOU contend suggests that an agreement to maintain or lower production capacity for CRTs was reached;
- (b) All PERSONS with knowledge suggesting that an agreement to maintain or

lower production capacity for CRTs was reached;

(c) The date of each meeting or competitor communication which YOU contend resulted in an agreement to maintain or lower production capacity for CRTs;

(d) The location of each alleged meeting, if applicable;

(e) The names of each specific corporate entity that YOU contend directly participated in each meeting or competitor communication; and

(f) The names of the individuals that YOU contend participated in each meeting or competitor communication.

Response:

Best Buy refers to and incorporates its General Objections as if set forth fully herein. Best Buy also objects to this Interrogatory as overly broad, unduly burdensome, premature, and improperly requiring Best Buy to marshal all evidence in support of its case, including all testimony, in responses to written discovery, but particularly while discovery is ongoing and in advance of the applicable deadlines set by the Court for disclosure of pretrial information. Best Buy further objects to this Interrogatory as duplicative of other discovery propounded by defendants in this case. Evidence supporting defendants' and their co-conspirators' agreements to maintain or lower production of CRTs includes potentially all documents produced by all parties and the testimony of all witnesses, whether by deposition or otherwise, in this case. Best Buy has not yet decided which of this evidence it intends to rely on to prove its case, nor is it obligated at this time to do so. Subject to and without waiving these objections, Best Buy refers to and incorporates its response to Interrogatory No 14 above.

Interrogatory No. 16:

6. Separately IDENTIFY each entity that YOU contend participated in the conspiracy that YOU allege in the COMPLAINT. If any such entity comprises individual members, IDENTIFY each individual member that YOU contend participated in the conspiracy that YOU allege in the COMPLAINT.

Response:

Best Buy refers to and incorporates its General Objections as if set forth fully herein. Best Buy also objects to this Interrogatory as premature, particularly while discovery is ongoing and in advance of the applicable deadlines set by the Court for disclosure of pretrial information. Best Buy further objects to this Interrogatory as duplicative of other discovery propounded by defendants in this case. Additionally, Best Buy objects to the portion of this Interrogatory referring to “individual members” and their identity as vague and ambiguous.

Subject to and without waiving these objections, Best Buy states that the participants in the conspiracy include those entities named as defendants, agents or coconspirators in the Complaint or in the complaint filed in Best Buy Co., Inc., et al. v. Technicolor SA, et al., Individual Case No. 13-cv-05264 SC, those entities identified in the reports or decisions of the European Commission or the South Korean Fair Trade Commission regarding the CRT antitrust conspiracy, those entities and individuals indicted by a United States federal grand jury for participation in the CRT antitrust conspiracy, those entities listed in Exhibit 15 to the expert report of Dr. Alan Frankel dated April 15, 2014, and those entities identified by any other plaintiff in this consolidated action in response to this or a similar interrogatory. Without in any way limiting the foregoing, Best Buy refers to the following:

Chunghwa Picture Tubes, Ltd.

Chunghwa Picture Tubes (Malaysia) Sdn. Bhd.

Tatung Company of America, Inc.

Hitachi, Ltd.

Hitachi Displays, Ltd.

Hitachi America, Ltd.

Hitachi Asia, Ltd.

Hitachi Electronic Devices (USA), Inc.

Shenzhen SEG Hitachi Color Display Devices, Ltd.

IRICO Group Corporation

- 1 IRICO Group Electronics Co., Ltd.
- 2 IRICO Display Devices Co. Ltd.
- 3 LG Electronics, Inc.
- 4 LG Display Co., Ltd.
- 5 LG Electronics USA, Inc.
- 6 LG Electronics Taiwan Taipei Co., Ltd.
- 7 LPD
- 8 LP Displays International Ltd. (f/k/a LGPD)
- 9 Panasonic Corporation
- 10 Panasonic Corporation of North America
- 11 Victor Company of Japan, Ltd.
- 12 MT Picture Display Co., Ltd. (f/k/a Matsushita Toshiba Picture Display Co., Ltd.)
- 13 Beijing Matsushita Color CRT Co., Ltd.
- 14 Koninklijke Philips Electronics N.V. (a/k/a Royal Philips Electronics)
- 15 Philips Electronics North America Corporation
- 16 Philips Consumer Electronics
- 17 Philips Electronics Industries (Taiwan), Ltd.
- 18 Philips da Amazonia Industria Electronica Ltda.
- 19 Samsung SDI Co., Ltd. (f/k/a Samsung Display Device Company)
- 20 Samsung SDI America, Inc.
- 21 Samsung SDI Mexico S.A. de C.V.
- 22 Samsung SDI Brasil Ltda.
- 23 Shenzhen Samsung SDI Co., Ltd.
- 24 Tianjin Samsung SDI Co., Ltd.
- 25 Samsung SDI (Malaysia) Sdn. Bhd,
- 26 Samtel Color Ltd.
- 27 Thai CRT Co., Ltd.
- 28 Toshiba Corporation

- 1 Toshiba America, Inc.
- 2 Toshiba America Consumer Products, LLC
- 3 Toshiba America Electronic Components, Inc.
- 4 Toshiba America Information Systems, Inc.
- 5 Toshiba Matsushita Display Technology Co.
- 6 Technicolor SA (f/k/a Thomson SA)
- 7 Technicolor USA, Inc. (f/k/a Thomson Consumer Electronics, Inc.)
- 8 Thomson Multimedia
- 9 TCL Thomson Electronics Corporation
- 10 TTE Technology, Inc.
- 11 Videocon Industries, Ltd.
- 12 Technologies Displays Americas LLC (f/k/a Thomson Displays Americas LLC)
- 13 Technologies Displays Mexicana, S.A. de C.V.
- 14 Mitsubishi Electric Corporation
- 15 Mitsubishi Electric & Electronics USA, Inc.
- 16 Mitsubishi Electric Visual Solutions America, Inc. (f/k/a Mitsubishi Digital
- 17 Electronics
- 18 America, Inc.)
- 19 NEC Mitsubishi Electronics
- 20 Mitsubishi Digital Electronics America, Inc.
- 21 Orion Electronic Co.
- 22 Orion Electronic Components Co.
- 23 Orion Electric Components Co., Ltd.
- 24 Daewoo Group
- 25 Daewoo Electronics Co., Ltd.
- 26 Daewoo Telecom Co.
- 27 Daewoo Corporation
- 28 Daewoo-Orion Societe Anonyme

1 Daewoo International

2 Matsushita Electronic Corporation (Malaysia) Sdn. Bhd.

3 MT Picture Display Co., Ltd.

4 P.T. Tosummit Electronic Devices Indonesia

5 Toshiba Display Devices (Thailand) Co., Ltd.

6 Novel

7 Shanghai Novel

8 Dongguan

9 SEG-Hitachi

10 Caihong

11 In some cases, the names of the foregoing entities may be inaccurate or incomplete
12 or the formal legal name may be different. This list is based on the information presently
13 available to Best Buy. Defendants better know the accurate and complete identity of
14 their own entities and those of the entities with which they conspired.

15 **Interrogatory No. 17:**

16 7. Separately for each entity that YOU contend participated in the alleged
17 conspiracy in response to Interrogatory No. 16, IDENTIFY all Evidence upon which
18 YOU intend to rely to prove such participation, including:

- 19 (a) Each DOCUMENT that YOU contend suggests that entity was a Co-
20 Conspirator;
- 21 (b) All PERSONS with knowledge suggesting that entity was a Co-Conspirator;
- 22 (c) The date of each meeting or competitor communication in which YOU
23 contend the entity participated;
- 24 (d) The location of each alleged meeting, if applicable;
- 25 (e) The names of each specific corporate entity that directly participated in each
26 meeting or competitor communication;
- 27 (f) The names of the individuals that YOU allege participated in each meeting or
28 competitor communication; and

(g) The names of any other individual that has knowledge concerning the meeting or competitor communication.

Response:

Best Buy refers to and incorporates its General Objections as if set forth fully herein. Best Buy also objects to this Interrogatory as overly broad, unduly burdensome, premature, and improperly requiring Best Buy to marshal all evidence in support of its case, including all testimony, in responses to written discovery, but particularly while discovery is ongoing and in advance of the applicable deadlines set by the Court for disclosure of pretrial information. Best Buy further objects to this Interrogatory as duplicative of other discovery propounded by defendants in this case. Evidence supporting defendants' and their coconspirators' participation in the CRT conspiracy includes potentially all documents produced by all parties and the testimony of all witnesses, whether by deposition or otherwise, in this case. Best Buy has not yet decided which of this evidence it intends to rely on to prove its case, nor is it obligated at this time to do so. Subject to and without waiving these objections, Best Buy refers to and incorporates its responses to Interrogatories No. 11 and 14 above.

Interrogatory No. 18:

Separately for each person or entity IDENTIFIED in response to Interrogatory No. 15 of Defendants LG Electronics, Inc. and Panasonic Corp.'s Second Set of Interrogatories to Best Buy, November 5, 2013, IDENTIFY:

- (a) the specific DEFENDANT or alleged Co-Conspirator that YOU contend Owned or Controlled that person or entity;
- (b) the period of time during which YOU contend that the DEFENDANT or alleged Co-Conspirator Owned or Controlled the OEM or other supplier; and
- (c) all Evidence upon which YOU intend to rely to prove such Ownership or Control (including the Bates number of each DOCUMENT and/or citation to specific deposition testimony that YOU claim supports YOUR contention).

Response:

Best Buy refers to and incorporates its General Objections as if set forth fully herein. Best Buy also objects to this Interrogatory as overly broad, unduly burdensome, premature, and improperly requiring Best Buy to marshal all evidence in support of its case, including all testimony, in responses to written discovery, but particularly while discovery is ongoing and in advance of the applicable deadlines set by the Court for disclosure of pretrial information. Best Buy further objects to this Interrogatory as duplicative of other discovery propounded by defendants in this case. Discovery of the ownership or control of the entities is ongoing but incomplete at this time. With respect to a number of the entities identified in Interrogatory No. 13, ownership or control will not be disputed by the particular defendant or affiliate with such ownership or control, e.g., Hitachi, Ltd, owns 100% of Hitachi America, Ltd. Best Buy has not yet decided which of this evidence it intends to rely on to prove ownership or control, nor is it obligated at this time to do so. Subject to and without waiving these objections, Best Buy refers to the following:

Expert report of Dr. Stephan Haggard dated April 15, 2014 and all accompanying materials.

The documents and other information referred to by Dell, Inc. in its Supplemental Responses to Interrogatories No. 6 and 13 to Defendants Samsung SDI America, Inc. and LG Electronics, USA, Inc.'s First Set of Interrogatories (response dated July 14, 2014).

Annual Report 2005 of Koninklijke Philips Electronics, N.V.

Vichi v. Koninklijke Philips Elec. N.V., C.A. No. 2578-VCP (Del. Feb. 18, 2014).

Investigation of the Causes of the Bankruptcy of LG. Philips Displays (April 20, 2009).

Answer of Thomson SA to Best Buy's Complaint in Best Buy Co., Inc., et al. v, Technicolor SA, Case No. 13-cv-05264, dated April 25, 2014.

Attachment A to Certain Direct Action Plaintiffs' Responses to Interrogatories dated May 16, 2014.

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ATTORNEYS AT LAW
LOS ANGELES

ROBINS, KAPLAN, MILLER & CIRESI L.L.P.

DATED: July 21, 2014

By: /s/ Laura E. Nelson
Roman M. Silberfeld
David Martinez
Laura E. Nelson

ATTORNEYS FOR PLAINTIFFS
BEST BUY CO., INC.; BEST BUY PURCHASING
LLC; BEST BUY ENTERPRISE SERVICES, INC.;
BEST BUY STORES, L.P.; BESTBUY.COM, LLC;
MAGNOLIA HI-FI, INC.

SEALED EXHIBIT 28 TO LAURA K. LIN DECLARATION IN
SUPPORT OF DEFENDANTS' JOINT NOTICE OF MOTION AND
MOTION FOR PARTIAL SUMMARY JUDGMENT AGAINST
CERTAIN DIRECT ACTION PLAINTIFFS ON DUE PROCESS
GROUND - Filed Under Seal

SEALED EXHIBIT 29 TO LAURA K. LIN DECLARATION
IN SUPPORT OF DEFENDANTS' JOINT NOTICE OF
MOTION AND MOTION FOR PARTIAL SUMMARY
JUDGMENT AGAINST CERTAIN DIRECT ACTION
PLAINTIFFS ON DUE PROCESS GROUNDS –
Filed Under Seal

SEALED EXHIBIT 30 TO LAURA K. LIN DECLARATION
IN SUPPORT OF DEFENDANTS' JOINT NOTICE OF
MOTION AND MOTION FOR PARTIAL SUMMARY
JUDGMENT AGAINST CERTAIN DIRECT ACTION
PLAINTIFFS ON DUE PROCESS GROUNDS –
Filed Under Seal